



## **AGREEMENT**

between

**STATE OF CALIFORNIA**

and

**AMERICAN FEDERATION OF STATE, COUNTY, and  
MUNICIPAL EMPLOYEES (AFSCME)**

covering

# **BARGAINING UNIT 19 HEALTH AND SOCIAL SERVICES/ PROFESSIONAL**

Effective

**July 3, 2003 through July 1, 2006**

**BARGAINING UNIT 19  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
HEALTH AND SOCIAL SERVICES/PROFESSIONAL**

**TABLE OF CONTENTS**

<b>PREAMBLE .....</b>	<b>8</b>
<b>ARTICLE 1 - RECOGNITION AND COVERAGE .....</b>	<b>8</b>
1.1 Recognition .....	8
<b>ARTICLE 2 - UNION RIGHTS .....</b>	<b>8</b>
2.1 Fair Share Fees/Dues Deduction.....	8
2.2 Information Provided .....	9
2.3 Use Of State Facilities .....	9
2.4 Bulletin Boards .....	10
2.5 Distribution Of Literature .....	10
2.6 Access To Employees .....	10
2.7 Union Leave .....	10
2.8 Stewards' Rights .....	11
2.9 Use Of State Equipment .....	12
<b>ARTICLE 3 - STATE RIGHTS .....</b>	<b>12</b>
3.1 State Rights .....	12
<b>ARTICLE 4 - SUPERSESSON .....</b>	<b>13</b>
4.1 Supersession .....	13
<b>ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE .....</b>	<b>18</b>
5.1 Purpose.....	18
5.2 Definitions .....	18
5.3 Time Limits.....	19
5.4 Waiver Of Steps.....	19
5.5 Notification .....	19
5.6 Presentation.....	19
5.7 Informal Discussion.....	19
5.8 Formal Grievance - Step 1 .....	19
5.9 Formal Grievance - Step 2.....	20
5.10 Formal Grievance - Step 3.....	20
5.11 Formal Grievance - Step 4.....	20

5.12 Formal Grievance - Step 5.....	20
5.13 Grievance Responses.....	21
5.14 Failure To Respond .....	21
<b>ARTICLE 6 - HOURS OF WORK AND OVERTIME .....</b>	<b>22</b>
6.1 Hours Of Work And Overtime .....	22
6.2 Callback .....	28
6.3 Standby .....	28
6.4 Alternate Work Schedules .....	29
6.5 Voluntary Reduced Worktime/Job Sharing .....	30
6.6 Intermittent Employment of FLSA Exempt Employees .....	30
<b>ARTICLE 7 – SALARIES .....</b>	<b>30</b>
7.1 Personal Leave Program .....	30
7.2 Merit Salary Adjustments .....	32
7.3 Institutional Worker Supervision Pay Differential (IWSP) (Formerly Alternate Range-40)....	32
7.4 Recruitment And Retention Differential.....	32
7.5 - Recruitment and Retention Differential – Rehabilitation Therapists .....	33
7.6- Recruitment and Retention Differential Psychologists at CYA .....	34
7.7 - Recruitment and Retention Differential Social Workers.....	35
7.8 - Recruitment and Retention Differential – Pharmacists .....	36
7.9 - Recruitment and Retention Differential – Individual Program Coordinator .....	36
7.10 Recruitment And Retention, California Department of Corrections (CDC) .....	37
7.11 Night Shift Differential .....	38
7.12 Bilingual Differential Pay .....	38
7.13 Deferred Compensation/401(k).....	40
7.14 Overpayments/Payroll Errors.....	40
7.15 Personal Leave .....	41
7.16 Salary Rules.....	41
7.17 Voluntary Personal Leave Program (VPLP) .....	49
7.18 Clinical Supervision Differential .....	51
7.19 Arduous Pay .....	51
<b>ARTICLE 8 – HOLIDAYS.....</b>	<b>53</b>
8.1 Holidays .....	53
<b>ARTICLE 9 – LEAVES .....</b>	<b>54</b>

9.1 Vacation .....	54
9.2 Sick Leave .....	57
9.3 Catastrophic Leave (Work and Family Transfer of Leave Credits) .....	58
9.4 Bereavement Leave .....	59
9.5 Jury Duty .....	60
9.6 Unpaid Leaves of Absence .....	60
9.7 Pregnancy/Parental Leave.....	61
9.8 Adoption Leave .....	61
9.9 Mentoring Leave .....	62
9.10 Annual Leave Program .....	63
9.11 Work and Family Participation .....	64
9.12 Family Medical Leave Act (FMLA) .....	65
<b>ARTICLE 10 – HEALTH AND WELFARE .....</b>	<b>67</b>
10.1 Health and Welfare .....	67
10.2 Rural Health Care Equity Program .....	71
10.3 Non-Industrial Disability Insurance – Vacation/Sick Leave Program .....	72
10.4 Enhanced Non-Industrial Disability Leave – Annual Leave Program .....	73
10.5 Industrial Disability Leave .....	74
10.6 Enhanced Industrial Disability Leave (EIDL).....	75
10.7 Employee Assistance Program.....	76
10.8 Group Legal Service Plan .....	77
<b>ARTICLE 11 – RETIREMENT PLAN .....</b>	<b>77</b>
11.1 Employer-Paid Employee Retirement Contributions.....	77
11.2 1959 Survivors’ Benefits-Fifth Level .....	79
11.3 First Tier Eligibility For Employees In Second Tier .....	79
11.4 First Tier Retirement Formula (2% @ 55).....	80
11.5 Retirement Formula For Safety Members (2.5% @ 55) .....	82
11.6 Industrial Retirement.....	82
11.7 Alternative Pre-Retirement Death Benefit.....	83
11.8 Safety Retirement for Individual Program Coordinators (IPC) in Forensic Settings.....	84
11.9 Employee Retirement Contribution Reduction for Miscellaneous Members .....	84
11.10 Employee Retirement Contribution Reduction for Safety Members .....	85
<b>ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS .....</b>	<b>85</b>
12.1 Business And Travel Expense .....	85

12.2 Overtime Meals.....	90
12.3 License Renewal Fees.....	91
12.4 Commercial Driver's License .....	95
12.5 Activity Supplies.....	97
12.6 Special Events and Planned Program Activities .....	97
<b>ARTICLE 13 - HEALTH AND SAFETY.....</b>	<b>97</b>
13.1 Health And Safety .....	97
13.2 Protective Clothing.....	98
13.3 Employee Protections .....	98
13.4 Personal Alarm Systems.....	99
13.5 Replacement Of Damaged Personal Clothing and/or Articles .....	99
13.6 Smoke-Free Environment .....	99
13.7 Workplace Violence Prevention .....	99
13.8 Environmental and Ergonomic Health and Safety .....	100
<b>ARTICLE 14 – EDUCATION AND TRAINING .....</b>	<b>101</b>
14.1 Professional Education And Training.....	101
14.2 Continuing Education.....	102
14.3 Career Development.....	104
<b>ARTICLE 15 – PERSONNEL ACTIVITIES .....</b>	<b>104</b>
15.1 Adverse Action.....	104
15.2 Disciplinary Representation .....	104
15.3 Out Of Class .....	105
15.4 Classification Changes .....	105
15.5 Unit Assignment Of New Classifications.....	106
15.6 Incompatible Activities .....	106
15.7 Performance Appraisal .....	107
15.8 Official Departmental Personnel File .....	107
15.9 Transfers.....	108
15.10 Reasonable Accommodation .....	108
15.11 Licensing.....	109
15.12 Training Records.....	109
15.13 Incidental Work Activities .....	109
<b>ARTICLE 16 - LAYOFF AND DISPLACEMENT.....</b>	<b>110</b>

16.1 Layoff and Reemployment .....	110
16.2 Alternatives to Layoff .....	111
16.3 Displacement .....	111
<b>ARTICLE 17 – MISCELLANEOUS .....</b>	<b>111</b>
17.1 Rehabilitation Production Goals.....	111
17.2 Rental And Utility Rates .....	112
17.3 Transportation Incentives And Parking Rates.....	113
17.4 Drug Testing Of Commercial Driver License Holders .....	114
17.5 Labor/Management Committees - Licensing Program Analyst.....	115
17.6 Professional Association Dues .....	115
17.7 Chaplains' Required Denominational Conventions.....	116
17.8 Union-Management Committee On State Payroll System.....	116
17.9 Requests For Reinstatement After AWOL Separation.....	116
17.10 Administrative Procedures Act.....	117
17.11 Broadbanding.....	117
17.12 Union Initiated Classification Discussions.....	117
17.13 Union-Management Committee on Inspector, Board of Pharmacy Workplace and Workload .....	118
17.14 Medical Staff Membership .....	118
17.15 Administrative Representation in Board Complaints.....	118
17.16 Telecommute/Telework Program .....	118
Article 18 Contracting Out.....	119
<b>ARTICLE 19 - GENERAL PROVISIONS .....</b>	<b>123</b>
19.1 Entire Agreement.....	123
19.2 Saving Clause .....	124
19.3 No Strike Clause .....	124
19.4 No Lockout.....	124
19.5 Non-Discrimination.....	124
19.6 Protected Activity .....	125
19.7 Labor/Management Committee .....	125
19.8 Work and Family Labor/Management Committee .....	126
19.9 Special Labor/Management Committee on Salary and Compensation Issues.....	126
<b>ARTICLE 20 – TERM .....</b>	<b>127</b>
20.1 Contract Term .....	127

20.2 Contract Re-Openers.....	127
20.3 Mitigation.....	127
<b>SIDE LETTERS AND ATTACHMENTS .....</b>	<b>128</b>
SIDE LETTER 1 – Agreement Between State and AFSCME .....	128
<b>APPENDIX A - MEDICAL STAFF MEMBERSHIP.....</b>	<b>128</b>
<b>SALARY SCHEDULE .....</b>	<b>131</b>
<b>SIGNATURE PAGE.....</b>	<b>141</b>

## **PREAMBLE**

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.5 and 3517 of the Government Code, and the American Federation of State, County and Municipal Employees, Local 2620, AFL-CIO, hereinafter referred to as AFSCME or the Union, has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of timely, equitable, and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The term "Agreement" as used herein means the written Agreement provided under Section 3517.5 of the Government Code.

## **ARTICLE 1 - RECOGNITION AND COVERAGE**

### **1.1 Recognition**

- A. Pursuant to Public Employment Relations Board Case No. S-SR-19, the State recognizes AFSCME as the exclusive representative for all employees in the Health and Social Services/Professional Unit 19.
- B. Pursuant to Government Code Sections 19815.5 and 3517, AFSCME recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.
- C. Upon initial appointment to any Unit 19 position as a probationary or permanent employee, the employee shall be informed by the employer that AFSCME is the recognized employee organization for the employee in said classification. The State shall present the employee with a copy of the current Agreement, as well as an approved packet of information which has been supplied by the Union. AFSCME shall have the right to participate in new employee orientation.

## **ARTICLE 2 - UNION RIGHTS**

### **2.1 Fair Share Fees/Dues Deduction**

- A. The State agrees to deduct and transmit to AFSCME all membership dues authorized on a form provided by AFSCME. Effective with the beginning of the first pay period following ratification of this Agreement by the Legislature and the Union, the State agrees to deduct and transmit to AFSCME Fair Share fees from State employees in Unit 19 who do not become members of AFSCME. The State and AFSCME agree that a system of Fair Share deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8 subject to the following provisions:



1. The State and AFSCME agree that if a Fair Share rescission election is conducted in Unit 19 pursuant to Government Code Section 3515.7(d), a majority of those votes cast, rather than the majority of the members of the unit, shall determine whether the Fair Share deductions shall continue.
2. An employee in Unit 19 may withdraw from membership in AFSCME by sending a signed withdrawal letter to AFSCME with a copy to the State Controller. An employee who so withdraws his or her membership shall be subject to paying a Fair Share fee if such a fee is applicable to Unit 19.
3. AFSCME agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Article and the deductions arising therefrom.
4. AFSCME agrees to annually notify all State employees in Unit 19 who pay Fair Share fees of their right to demand and receive from AFSCME a return of part of that fee pursuant to Government Code Section 3515.8.
5. No provision of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Agreement.

## **2.2 Information Provided**

- A. The State agrees to provide a list, at Union expense, of all employees in Unit 19 and their home addresses. Where an individual has requested that his/her home address not be divulged, the agency number and reporting unit shall be provided in place of the home address. The list shall not be provided more frequently than a monthly basis.
- B. The State agrees to provide a list, at Union expense, of all employees entering or leaving Unit 19. This list shall be provided upon request, but not more frequently than monthly.
- C. When the Department determines that a job vacancy is available for recruitment, the Department will endeavor to make job vacancy announcements available at appropriate worksites and/or post such announcements on bulletin boards.
- D. Each Department will endeavor to provide to the Union, copies of memos implementing department-wide hiring or promotional freezes, department-wide travel cuts, or department-wide training fund reductions and will encourage State Hospitals to also provide such information to the Union Chief Stewards.

## **2.3 Use Of State Facilities**

The State will continue to permit use of designated facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required, the Union shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities incurred as a result of the Union's use of such State facilities. Such costs will be determined at the time of the request and shall be consistent with the charge made to other organizations.

## **2.4 Bulletin Boards**

The Union may use bulletin boards designated by the State to post materials related to Union business. Any materials posted must be dated and initialed by the Union representative responsible for the posting, and a copy of all materials posted must be distributed to the facility or office supervisor at the time of posting. The Union agrees that nothing libelous, obscene, defamatory, or of a partisan political nature shall be posted. Upon mutual agreement between the parties, Union representatives may utilize the State's electronic communication mechanisms to post management approved information.

## **2.5 Distribution Of Literature**

- A. Union representatives may, during non-work hours, distribute literature in non-work areas in accordance with the access provisions of this Agreement. The Union agrees that any literature distributed will not be libelous, obscene, defamatory, or of a partisan political nature.
- B. Departments will deliver Union materials sent by U.S. Mail to the designated Union stewards, in a manner consistent with existing departmental policies. All mail must be clearly marked with the name, address, and work location or program number of the steward. The number of items shall be limited to the approximate number of Bargaining Unit 19 employees assigned to the steward. Should emergency workload considerations arise, the Department may suspend mail delivery.
- C. Union stewards may distribute mail directly to existing individual employee mail receptacles or mail boxes, provided such mail receptacles are in non-work areas and access is otherwise consistent with the access provisions of this Agreement.
- D. The Union agrees to indemnify, defend, and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from the mail delivery privileges outlined in this Article.

## **2.6 Access To Employees**

Union representatives may have access to employees for purposes related to the administration of this Agreement. Access shall not interfere with the work of the employees; such access shall be with prior notification to and permission of the department head or designee. The department head or designee may restrict access to certain work sites or areas for reasons of health, safety, security, privacy, public order, or patient care. Access to employees shall not be unreasonably withheld.

## **2.7 Union Leave**

- A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council member, steward or chief steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A Union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:

1. A Union leave shall assure an employee the right to his/her position upon termination of the leave. The term "former position" is defined in Government Code Section 18522. An employee has the right to return to a former work shift if the Union leave duration is less than fourteen (14) days.
2. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to 32.51 percent of the affected employee's salary, for all the time the employee is off on a Union leave.
3. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
4. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
5. Employees on a Union leave shall suffer no loss of compensation or benefits.
6. Whether or not time for a Union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
7. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
8. In the event an employee on a Union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

## **2.8 Stewards' Rights**

- A. The State recognizes and agrees to deal with designated stewards of the Union on all matters relating to grievances, employee discipline, administration of this Contract, and other matters on appeal to the State Personnel Board.
- B. A written list of the Union stewards serving each work location, broken down by department, shall be furnished to the State immediately after their designation, and the Union shall notify the State promptly of any changes of such officers or stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received. The Union shall supply the State with a list of alternate stewards in accordance with the above. The sole function of an alternate shall be to act on behalf of a regular steward when the regular steward is on approved leave.
- C. Upon request of an employee, a Union steward may investigate the grievance provided it is in the steward's department and designated area of responsibility and assist in its presentation.

- D. In isolated geographical areas, stewards may be permitted to cross departmental lines. In other cases, with prior approval of the department, an employee may use accrued compensating time off or vacation for inter-departmental representation.
- E. He/She shall be allowed reasonable time off for the purpose of representing employees in Unit 19 during working hours without loss of compensation, subject to prior notification and approval by his/her immediate supervisor.

## **2.9 Use Of State Equipment**

- A. No employee or job steward shall be permitted use of any State machine, equipment, or communication system, including but not limited to computer, photocopier, Email, voice mail, fax machine, for Union organizing or other Union purposes.
- B. An employee or job steward may be permitted reasonable use of State telephones or E-mail for representation activities. This means an employee may be permitted to contact the local Union representative to seek representation or set an appointment regarding filing a grievance or complaint (as defined in Article 5) and the job steward may confirm such appointments.
- C. Use of State telephones or E-mail for representation purposes shall not:
  - 1. Incur additional charges to the State;
  - 2. Interfere with the operations of the State;
  - 3. Contain language that is libelous, obscene, defamatory, or of a partisan political nature.
- D. Any use of State time for activities permitted in this Section shall be subject to prior notification and approval by the employee's immediate supervisor.
- E. Voice-mail and e-mail messages are not considered private or secure information and are subject to being monitored by the department.

## **ARTICLE 3 - STATE RIGHTS**

### **3.1 State Rights**

- A. Except for those rights which are abridged or limited by this Agreement, all rights are reserved to the State.

- B. Consistent with this Agreement, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement provided that any such rule shall be uniformly applied to all affected employees and those similarly situated.
- C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the entitlement of State Civil Service employees provided by Article VII of the State Constitution or by laws and rules enacted thereto.

## **ARTICLE 4 - SUPERSESSION**

### **4.1 Supersession**

The following enumerated Government Code Sections and existing rules, regulations, standards, practices and policies which implement the enumerated Government Code Sections are hereby incorporated into this Agreement. However, if any other provision of this Agreement alters or is in conflict with any of the Government Code Sections enumerated below, the Agreement shall be controlling and supersede said Government Code Sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Ralph C. Dills Act.

#### **A. Government Code Sections**

##### **1. General**

19824 Establishes monthly pay periods.

19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.

##### **2. Step Increases**

19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.

19832 Establishes annual merit salary adjustments (MSAs) for employees who meet standards of efficiency.

19834 Requires MSA payments to qualifying employees when funds are available.

19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to a lack of funds.

19836 Provides for hiring at above the minimum salary limit in specified instances.

19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

### 3. Vacations

19858.1 Defines amount earned and methods of accrual by full-time employees.

19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

19856.1 Requires DPA to define the effect of absence of 10 days or less on vacation accrual.

19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19143 Requires DPA to establish rules regarding vacation credit when employees have a break in service over six months.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

### 4. Sick Leave

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

19861 Allows DPA to define the effect on sick leave credits of absences of 10 days or less in any calendar month.

19862 Permits sick leave to be accumulated.

19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.

19863.1 Provides sick leave credit while employee is on temporary disability (due to work-incurred injury) and prescribes how it may be used.

19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

19143 Requires DPA to establish rules regarding sick leave credit when employees have a break in service over six (6) months.

19991.4 Provides that absence of an employee for a work- incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

5. Paid Leaves of Absence

19991.3 Jury Duty

6. Uniforms, Work Clothes, and Safety Equipment

19850.3 Requires DPA to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.

7. Industrial Disability Leave (IDL)

19869 Defines who is covered.

19870 Defines "IDL" and "full pay".

19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.

19871.1 Provides for continued benefits while on IDL.

19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.

19873 Employees covered by IDL are not covered by the retraining and rehabilitation provisions of the Labor Code.

19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.

19875 Requires three day waiting period, unless hospitalized or disabled more than fourteen (14) days.

19876 Payments contingent on medical certification and employee agreement to participate in a vocational rehabilitation program.

19877 Authorizes DPA to adopt rules governing IDL.

19877.1 Sets effective date.

8. Non-Industrial Disability Insurance (NDI)

19878 Definitions.

19879 Sets the amount of benefits and duration of payment.

19880 Sets standards and procedures.

19880.1 Allows employee option to exhaust vacation prior to NDI.

19881 Bans NDI coverage if employee is receiving unemployment compensation.

19882 Bans NDI coverage if employee is receiving other cash payment benefits.

19883 Provides for discretionary deductions from benefit check, including employer contributions; employee does not accrue sick leave or vacation credits or service credits for any other purpose.

19884 Filing procedures; determination and payment of benefits.

19885 Authorizes DPA to establish rules governing NDI.

9. Life Insurance

20750.11 Provides for employer contributions.

21400 Establishes group term life insurance benefits.

21404 Provides for Death Benefit from PERS.

21405 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

10. Health Insurance

22825 Provides for employer and employee contribution.

22825.1 Sets employer contribution.

11. Workweek

19851 Sets forty (40) hour workweek and eight (8) hour day.

19843 Directs the DPA to establish and adjust workweek groups.

12. Overtime

19844 Directs DPA to establish rules regarding cash compensation and compensating time off.

19848 Permits the granting of compensating time off in lieu of cash compensation within twelve (12) calendar months after overtime worked.

19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.

19863 Allows use of accumulated compensable overtime while on temporary disability (due to a work incurred injury) to augment paycheck.

13. Callback Time

19849.1 Allows DPA to set rules and standards for callback time based on prevailing practices and the needs of State service.

14. Deferred Compensation

19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

15. Relocation Expenses

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.



## 16. Travel Expenses

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.

## 17. Unpaid Leaves of Absence

19991.1 Allows the appointing power to grant a one (1) year leave of absence; assures the employee a right of return.

19991.2 Allows the appointing power to grant a two (2) year leave for service in a technical cooperation program.

19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.

## 18. Involuntary Transfers

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

19994.1 Authorizes involuntary transfers. Requires sixty (60) day prior written notice when transfer requires change in residence.

19994.2 Allows seniority and other factors to be considered when two (2) or more employees are in a class affected by involuntary transfers which require a change in residence.

19994.3 Allows an employee to protest a transfer if the employee believes the purpose of the transfer was harassment or discipline.

19994.4 Requires appeals of transfers to be filed within thirty (30) days of employee notification.

## 19. Demotion and Layoff

19143 Requires DPA to establish rules concerning seniority credits for employees with breaks in service over six (6) months.

19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes reemployment lists for laid-off or demoted employees.

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13 Requires thirty (30) day written notice prior to layoff and not more than sixty (60) days after seniority is computed.

19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

## 20. Use of State Time

19991 Provides State time for taking civil service examinations including employment interviews for eligibles on employment lists, or attending a meeting of DPA or SPB on certain matters.

## 21. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.

# ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

## 5.1 Purpose

- A. This grievance procedure shall be used to process and resolve grievances arising under this Agreement and employment-related complaints.
- B. The purpose of this procedure is:
  - 1. To resolve grievances informally at the lowest possible level;
  - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

## 5.2 Definitions

- A. A grievance is a dispute of one or more employees, or a dispute between the State and AFSCME, involving the interpretation, application, or enforcement of the express terms of this Agreement.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Agreement and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.

- D. As used in this procedure, the term "party" means AFSCME, an employee, or the State.
- E. An "AFSCME Representative" refers to an employee designated as an AFSCME steward or a paid staff representative.

### **5.3 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

### **5.4 Waiver Of Steps**

The parties may mutually agree to waive any step of the grievance procedure.

### **5.5 Notification**

During the term of this Agreement, the State agrees to send one copy of any third or fourth level grievance response to a designated AFSCME office of any grievance which is submitted by any representative other than AFSCME.

### **5.6 Presentation**

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or an AFSCME steward, or both, may attend without loss of compensation.

### **5.7 Informal Discussion**

An employee grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

### **5.8 Formal Grievance - Step 1**

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:
  - 1. Fourteen (14) calendar days after the event or circumstances occasioning the grievance, or
  - 2. Within seven (7) calendar days after receipt of the decision rendered in the informal grievance procedure.
- B. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.

- C. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as first level of appeal.
- D. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.
- E. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered presidential.

### **5.9 Formal Grievance - Step 2**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within fourteen (14) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.
- C. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

### **5.10 Formal Grievance - Step 3**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fourteen (14) calendar days after receipt by a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

### **5.11 Formal Grievance - Step 4**

- A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within fourteen (14) calendar days after receipt by the Director of the Department of Personnel Administration or designee.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

### **5.12 Formal Grievance - Step 5**

- A. If the grievance is not resolved at Step 4 within thirty (30) calendar days after receipt of the fourth level response, AFSCME shall have the right to submit the grievance to arbitration.

- B. Within seven (7) calendar days after the notice requesting arbitration has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to them a panel of ten (10) arbitrators from which the State and AFSCME shall alternately strike names until one name remains and this person shall be the arbitrator.
- C. The parties agree to make reasonable efforts to schedule the arbitration hearing within ninety (90) days of the appeal to arbitration. This time frame shall be waived by mutual agreement.
- D. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of the arbitration shall be borne equally between the parties.
- E. An arbitrator may, upon request of AFSCME and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.
- F. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances as defined in "Definitions" of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.
- G. Arbitration awards for actions which affect classes of employees which involve State funds are to be prospectively enforced from the date of filing of the grievance. Any claims for failure by the State to maintain the status quo will not be covered by this provision. Class is defined as all employees similarly situated as to the claims being made.

### **5.13 Grievance Responses**

- A. At each step of the grievance procedure, the State's response shall be attached to the original grievance with all its attachments and delivered to the grievant's regular work station, mail box or home address in an envelope marked "confidential". A copy of the response shall go to the representative indicated on the grievance form at the same time.
- B. Employees may contact the departmental Labor Relations Officer to verify the next level of review, as necessary.

### **5.14 Failure To Respond**

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

## ARTICLE 6 - HOURS OF WORK AND OVERTIME

### 6.1 Hours Of Work And Overtime

A. **Work Week Group “2”** For those employees who are covered under the Fair Labor Standards Act (FLSA), the following rules shall apply:

1. Work Week Group “2” applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA). Overtime for employees subject to the provisions of the FLSA is defined as all hours worked in excess of 40 hours in a period of 168 hours or seven consecutive 24-hour periods.
2. The work week is a fixed, regularly recurring period of seven (7) consecutive twenty-four (24) hour days. The seven (7) consecutive twenty four (24) hour days need not coincide with the calendar week of Sunday through Saturday, but may begin on any day and at any hour of the day. Employees will be notified if there is a change in their permanent work week. If a change in the workweek of a significant number of employees in a location (Facility, Office, Institution) occurs the State shall provide the Union with a copy of the notice.
  - a. Once an employee’s work week is established it remains the same regardless of the employee’s work schedule within the week. The beginning of the work week may only be changed if it is intended to be a permanent change.
  - b. Overtime under the FLSA occurs when an employee works more than forty (40) hours in the fixed work week, not after eight (8) hours in a work day, nor after 173.33 hours in a pay period.
  - c. Overtime for covered employees who work a 9/80 schedule may be avoided by starting the employee’s work week at midday on the day off.
3. Covered employees who are ordered to work more than forty (40) hours in a week shall be compensated at the FLSA overtime rate, in cash or compensating time off (CTO), at the State’s option.
4. Overtime shall be credited, at time and one-half in cash or compensating time off (CTO), for each one sixth of an hour (10 minutes).
5. Compensating time off (CTO) may be used in increments of one sixth of an hour (10 minutes).
6. Unit 19 employees covered by the Fair Labor Standards Act (FLSA) may accrue up to two hundred forty (240) hours of CTO. Once an employee has accrued two hundred forty (240) hours of CTO, all compensable overtime must be paid in cash.
7. Notwithstanding any other contract provision or law to the contrary, time during which a covered Unit 19 employee is excused from work because of sick leave shall be counted as hours worked for purposes of determining if overtime has been earned.

8. For Rehabilitation Therapists, the State shall provide regularly scheduled work hours. Once the regularly scheduled work shift has been approved for the following pay period, any additional hours which the supervisor requires the employee to work shall be compensable in accordance with the current workweek group provisions, unless the employee is provided ten (10) work days' notice.
- B. For those Unit 19 employees exempt from the FLSA, the following is the State's policy for all employees exempt from the FLSA.
1. Work Week Group "E" includes classes that are exempted from coverage under the FLSA because of the "white-collar" (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the "salary basis" and the "duties" test. Consequently, Work Week Group "E" applies to classes and positions with no minimum or maximum number of hours in an average workweek. Exempt employees are paid on a "salaried" basis, and the regular rate of pay is full compensation for all hours worked to perform assigned duties. However, these employees shall receive up to 8 hours holiday credit when ordered to work on a holiday. A "salaried" employee may not receive any form of overtime compensation, whether formal or informal.
  2. Management determines the products, services, and standards which must be met by FLSA-exempt employees.
  3. The salary paid to FLSA exempt employees is full compensation for all hours worked.
  4. FLSA-exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal.
  5. FLSA-exempt employees are expected to work the hours necessary to accomplish their assignments or fulfill their responsibilities. Their work load will normally average forty (40) hours per week over a twelve (12) month period. However, inherent in their job is the responsibility and expectation that work weeks of longer duration may be necessary.
  6. Management can require FLSA-exempt employees to work specified hours. However, subject to prior notification and approval, FLSA-exempt employees have the flexibility to alter their daily and weekly work schedules.

Within the parameters established by management, the employee shall be given the flexibility in determining how and when work is done, provided assigned duties are performed satisfactorily. The quality of work performed, the work product itself, and the fulfillment of professional duties should be the focus of the evaluation. If an employee fails to fulfill this function, it may indicate the need for a more fixed schedule in terms of being available.

7. Unit 19 FLSA-exempt employees:

- a. Shall only be charged leave in minimum and maximum increments of eight (8) hours regardless of actual hours worked per day, when leave credits are charged. Fractional employees would have minimum and maximum amounts equal to their fractional status;
- b. Shall be suspended a minimum of five or more consecutive days when facing adverse action;
- c. When FLSA exempt employees are disciplined, they shall only be subject to termination, demotion or suspension in whole week increments (one work week, two work weeks, three work weeks, etc.). They shall not be subject to any other type of discipline such as temporary reduction in salary;
- d. Shall not have absences of less than a day recorded for attendance or record keeping purposes;
- e. Hour for hour record keeping for accounting, reimbursements, or for documentation relative to other applicable statutes, such as the Family Medical Leave Act is permitted; and
- f. Any dispute pertaining to this policy shall be resolved through the grievance procedure of the contract up to and including Step 4.

C. The following classifications shall be COVERED by the Fair Labor Standards Act:

Aging Programs Analyst I

Aging Programs Analyst II

Audiologist License Applicant

Catholic Chaplain, Intermittent

Clinical Dietitian

Clinical Dietitian, Correctional Facility

Clinical Dietitian, Hispanic

Clinical Psychology Intern

Community Resource Development Specialist

Consultant in Occupational Therapy for Physically Handicapped Children

Consultant in Physical Therapy for Physically Handicapped Children

Coordinator, Services to the Deaf, Department of Rehabilitation

Diversion Program Compliance Specialist I

Food Administrator I



Health Education Consultant I  
Health Education Consultant II  
Health Education Consultant III, Specialist  
Hospital Social Worker II  
Individual Program Coordinator  
Industrial Therapist  
Jewish Chaplain, Intermittent  
Licensing Program Analyst  
Mobility Evaluation Specialist  
Music Therapist  
Muslim Chaplain, Intermittent  
Native American Spiritual Leader, Intermittent  
Occupational Therapist  
Occupational Therapist, Correctional Facility  
Occupational Therapy Consultant  
Pharmacist I  
Physical Therapist License Applicant  
Physical Therapy Consultant  
Pre-Registered Clinical Dietitian  
Pre-Registered Pharmacist  
Protestant Chaplain, Intermittent  
Psychology Associate  
Psychology Associate, Correctional Facility  
Psychometrist  
Psychometrist, Correctional Facility  
Public Health Nutrition Consultant I  
Public Health Nutrition Consultant II  
Public Health Nutrition Consultant III, Specialist  
Public Health Social Work Consultant I

Public Health Social Work Consultant II  
Public Health Social Work Consultant III  
Rehabilitation Administrator I, Specialist  
Rehabilitation Specialist  
Recreation Therapist  
Recreation Therapist, Correctional Facility  
Rehabilitation Therapist, State Hospitals, Art  
Rehabilitation Therapist, State Hospitals, Dance  
Rehabilitation Therapist, State Hospitals, Music  
Rehabilitation Therapist, State Hospitals, Occupational  
Rehabilitation Therapist, State Hospitals, Recreation  
Senior Occupational Therapist  
Senior Occupational Therapist, Correctional Facility  
Senior Vocational Rehabilitation Counselor  
Social Service Consultant I  
Social Service Consultant II  
Social Service Consultant III  
Social Work Associate  
Specialist in Child Abuse Prevention  
Speech Pathologist License Applicant

D. The following classifications shall be EXEMPT from the Fair Labor Standards Act:

Adoptions Specialist  
Adoptions Specialist, Hispanic  
Alcohol Treatment Counselor, Veterans' Home  
Audiologist  
Catholic Chaplain  
Child Nutrition Assistant  
Child Nutrition Consultant

Consulting Optometrist I, DHS  
Consulting Optometrist II, DHS  
Consulting Psychologist  
Consulting Psychologist, Victims of Crime  
Hearing Conservation Specialist  
Inspector, Board of Pharmacy  
Jewish Chaplain  
Muslim Chaplain  
Native American Spiritual Leader  
Optometrist  
Pharmaceutical Consultant I, DHS  
Pharmaceutical Consultant II, DHS  
Physical Therapist I  
Physical Therapist I, Correctional Facility  
Physical Therapist II  
Physical Therapist II, Correctional Facility  
Protestant Chaplain  
Psychiatric Social Worker  
Psychiatric Social Worker, Correctional Facility  
Psychiatric Social Worker, Health Facility  
Physical Therapist, Health Facility, Hispanic  
Psychologist – Clinical  
Psychologist – Clinical, Correctional Facility  
Psychologist – Educational  
Psychologist – Health Facility, Clinical  
Psychologist – Health Facility, Counseling  
Psychologist – Health Facility, Educational  
Psychologist – Health Facility, Experimental  
Psychologist – Health Facility, Social

Psychologist – State Personnel Board  
Psychology Internship Director  
Psychology Internship Director, Correctional Facility  
Senior Psychologist  
Senior Psychologist, Correctional Facility  
Senior Psychologist, Correctional Facility, Specialist  
Senior Psychologist, Health Facility, Specialist  
Speech Pathologist I  
Speech Pathologist II  
Staff Psychologist – Clinical  
Staff Psychologist – Clinical, Correctional  
Vocational Counseling & Testing Specialist, Correctional Program  
Vocational Psychologist

## **6.2 Callback**

- A. For employees who are covered by the FLSA, the State will credit a Unit 19 employee with a minimum of four (4) hours regular work time for an authorized callback when an employee is called back to work after completion of his/her regularly scheduled work shift and has left the work premises.
- B. Callback credit will commence when the employee begins work and will terminate when the employee stops working. However, hours worked which are contiguous to an employee's regular working hours, which may include a meal period after completion of a regular work shift, will not be considered callback.
- C. At the discretion of the State, callback credit may be paid in cash to the employee.

## **6.3 Standby**

- A. For covered employees standby is defined as the express requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work. It shall not be considered standby when employees are contacted or required to work but have not been required to be available for receipt of such contact.
- B. Each department or designee may establish procedures with regard to how contact is to be made and with regard to response time while on standby.

- C. An employee who is required to be on standby status will be compensated in the following manner: for every four (4) hours on standby, an employee shall receive one (1) hour of compensating time off. For every hour on standby or major fraction thereof (30 minutes or more), an employee shall receive fifteen (15) minutes of compensating time off.
- D. No standby credit will be earned if the employee is called back to work and receives callback credit during any given four-hour period.
- E. Standby and CTO credited as a result of standby shall be considered time worked for purposes of qualifying for overtime.
- F. At the discretion of the State, CTO credited as a result of standby may be paid in cash to the employees.

#### **6.4 Alternate Work Schedules**

- A. Alternate work schedules include, but are not limited to, variable daily work hours, flex-time, adjusted weekly work schedules, 9-80, and/or 4-10-40.
- B. Upon request of an authorized Union representative, the State agrees to meet with the Union to consider its proposals to establish alternate work hours within an office, program or work unit.
- C. An individual may request an alternate work schedule. These requests will be reasonably considered by the State. The State is not required to grant the alternate work schedule request of a probationary employee.
- D. The person with the authority to respond will endeavor within fifteen (15) calendar days of the initial request to approve or deny in writing the response to an alternate work schedule request. Where it is not possible to respond within the fifteen (15) calendar days, the response in writing will be given no later than thirty (30) calendar days of the request. Requests for alternate work schedules shall not be arbitrarily denied or cancelled.
- E. When an employee falls short of the total number of hours for the pay period because of a 4-10-40 or other alternate work schedule and despite having worked forty (40) hours each week, the following shall occur in order to reconcile pay:
  - 1. If the employee has "excess time" on the books, this time shall be used first. "Excess time" is defined as hours accumulated as a result of an alternate work schedule without working overtime.
  - 2. If the employee does not have excess time, the employee shall use accumulated CTO. In the absence of accrued CTO, the employee shall use vacation or dock time.
- F. Where religious holiday observances help maintain "good standing" in a Chaplain's denomination or faith group, a Chaplain shall be able to exchange religious holidays for regular days off.

## **6.5 Voluntary Reduced Worktime/Job Sharing**

- A. A department head or designee may grant a permanent employee's request to work less than full time, but no less than half time. Employees shall receive a proportionate reduction in salary, retirement credits, sick leave accrual, vacation leave accrual, holiday pay, and seniority. Employees shall continue to receive the full State contribution to health, dental, and vision plans as provided in Sections 10.1 of this Agreement.
- B. Under this Article, two equally qualified employees may share one full-time job. The State shall consider such requests and may not deny requests for job sharing except for operational reasons.

## **6.6 Intermittent Employment of FLSA Exempt Employees**

- A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to one thousand five hundred (1,500) hours in any calendar year based upon Government Code Section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department. The use of the State Personnel Boards Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.
- B. Each Department may establish a pool of Unit 19 employees who are available for intermittent employment based upon operational need. The pool shall not be established for the purpose of circumventing the hire of employees on a full-time basis.
- C. Each Department shall provide a permanent intermittent employee with a minimum of seventy-two (72) hours notice of the work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

# **ARTICLE 7 – SALARIES**

## **7.1 Personal Leave Program**

Effective July 1, 2003 the State shall implement a mandatory Personal Leave Program for all unit employees. This program shall remain in effect for 12 months from July 1, 2003 through June 30, 2004. Employees may voluntarily participate in the personal leave program on a continuing basis.

- A. Each full-time employee subject to paragraph b. shall be credited with eight (8) hours of Personal Leave on the first day of the following monthly pay period for each month in the Personal Leave program.
- B. Salary ranges and rates shall be changed to reflect the July 1, 2003 general salary increase; however, each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 5%. In exchange 8 hours of leave will be credited to the employee's PLP monthly.
- C. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article \_ (Leaves) and Sections \_\_ (Vacation Leave) and \_\_ (Annual Leave).
- D. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employees personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by federal and state law.
- E. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave program.
- F. A State employee in the Personal Leave program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the Personal Leave program not occurred.
- G. The Personal Leave program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- H. The Personal Leave program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- I. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- J. The Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.

- K. The Personal Leave program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- L. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave program for that month.
- M. Employees currently on a voluntary PLP program (Article 7.12) may withdraw from such program immediately.

## **7.2 Merit Salary Adjustments**

Employees shall receive annual Merit Salary Adjustments in accordance with Government Code Section 19832. An employee shall be notified of the denial of a merit salary adjustment prior to the employee's salary anniversary date. Notwithstanding DPA Rule 599.684, an employee whose merit salary adjustment is denied may appeal pursuant to Article 5 (Grievance and Arbitration) of this Agreement.

## **7.3 Institutional Worker Supervision Pay Differential (IWSP) (Formerly Alternate Range-40).**

- A. Bargaining Unit 19 employees who have regular and direct responsibility for work supervision, on-the-job training and work performance evaluation of at least two inmates, wards or resident workers who take the place of civil service employees for a total of 173 allocated hours a pay period shall, subject to the approval of the Department of Personnel Administration, receive a pay differential of \$325.00 per qualifying pay period.
- B. The pay differential shall not be subject to PERS deduction for either the employee or the State.
- C. The pay differential shall be pro-rated for less than full-time employees.
- D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate NDI, lump sum vacation, sick leave and excess hours due to fluctuating work schedules.

## **7.4 Recruitment And Retention Differential**

- A. The State may provide Unit 19 employees a recruitment and retention differential for specific positions, classifications, facilities, or geographic locations. When the state determines to change and/or implement an R&R, it shall notice and meet and confer over the impact of this decision.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. Permanent intermittents shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
- D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.



- E. The department may withdraw any recruitment and retention differential for a specific position(s), classifications, facilities or geographic locations for new hires with a 30-day notice to AFSCME.
- F. It is understood by AFSCME that the decision to implement or not implement recruitment and retention payments or to withdraw authorization for such payments or differential, and the amount of such payments or differentials rest solely with the State and that such decision is not grievable or arbitrable. Current side letters 2, 3, 4, 5, and 6 will be incorporated in this section, with specific provisions related to the R&R's at Soledad, Salinas Valley, the DHS pharmaceutical consultants and DVA pharmacist.

## **7.5 - Recruitment and Retention Differential – Rehabilitation Therapists**

- A. Effective at the beginning of the pay period following ratification by the Legislature, the State shall provide a recruitment and retention differential of \$200 per month to all employees in the classes listed below:

	<u><b>CLASS CODE</b></u>	<u><b>SCHEM CODE</b></u>	<u><b>CLASSIFICATION</b></u>
1.	8282	TP60	Consultant in Occupational Therapy for Physically Handicapped Children
2.	8271	TP20	Consultant in Physical Therapy for Physically Handicapped Children
3.	8310	TR20	Industrial Therapist
4.	8311	TR35	Rehabilitation Therapist, State Facilities (Music)
5.	8312	TR55	Rehabilitation Therapist, State Facilities (Recreation)
6.	8320	TR25	Industrial Therapist, Safety
7.	8321	TR36	Rehabilitation Therapist, State Facilities (Music) (Safety)
8.	8324	TR56	Rehabilitation Therapist, State Facilities (Recreation) (Safety)
9.	8414	TR85	Rehabilitation Therapist, State Facilities (Art)
10.	8420	TR86	Rehabilitation Therapist, State Facilities (Safety)
11.	8422	TR96	Rehabilitation Therapist, State Facilities (Dance) (Safety)
12.	8423	TR95	Rehabilitation Therapist, State Facilities (Dance)

- B. It is understood by AFSCME that this provision is a pilot program which is designed to address recruitment and retention problems that exist with the specific classifications listed above and that the decision to implement this differential is the sole responsibility of the State and that such decision is not grievable or arbitrable.

- C. Employees at locations authorized to receive a higher recruitment and retention differential as defined in this agreement, shall continue to receive said differential at the higher rate and will not receive the additional differential as outlined above.
- D. Less than full-time permanent employees shall receive this recruitment and retention differential on a pro rata basis.
- E. Permanent intermittent employees shall receive a pro-rated recruitment and retention differential based on the hours worked in the pay period.
- F. The above recruitment and retention differential payments shall not be considered as compensation for purposes of retirement contributions.

#### **7.6- Recruitment and Retention Differential Psychologists at CYA**

- A. Effective at the beginning of the pay period following ratification by the Legislature, the State shall provide a recruitment and retention differential of \$300 per month to employees working at the California Youth Authority in the classes listed below:

	<u>CLASS</u>	<u>SCHEMATIC</u>	
	<u>CODE</u>	<u>CODE</u>	<u>CLASSIFICATION</u>
1.	9283	XL54	Psychologist – Clinical, CF
2.	9290	XL95	Staff Psychologist – Clinical CF

- B. It is understood by AFSCME that this provision is a program which is designed to address recruitment and retention problems that exist with the specific classifications listed above and that the decision to implement this differential is the sole responsibility of the State and that such decision is not grievable or arbitrable.
- C. Employees at locations authorized to receive a higher recruitment and retention differential as defined in this agreement, shall continue to receive said differential at the higher rate and will not receive the additional differential as outlined above.
- D. Less than full-time permanent employees shall receive this recruitment and retention differential on a pro rata basis.
- E. Permanent intermittent employees shall receive a pro-rated recruitment and retention differential based on the hours worked in the pay period.
- F. The above recruitment and retention differential payments shall not be considered as compensation for purposes of retirement contributions.

## 7.7 - Recruitment and Retention Differential Social Workers

- A. Effective at the beginning of the pay period following ratification by the Legislature, the State shall provide a recruitment and retention differential of \$600 per month for all licensed employees and \$400 per month for all unlicensed employees in the classes listed below:

	<u>CLASS CODE</u>	<u>SCHEMATIC CODE</u>	<u>CLASSIFICATION</u>
1.	9868	XP31	Psychiatric Social Worker (Health Facility)
2.	9282	XP34	Psychiatric Social Worker (Correctional Facility)
3.	9870	XP30	Psychiatric Social Worker
4.	9869	XP32	Psychiatric Social Worker (Health Facility) (Safety)

- B. It is understood by AFSCME that this provision is a program which is designed to address recruitment and retention problems that exist with the specific classifications listed above and that the decision to implement this differential is the sole responsibility of the State and that such decision is not grievable or arbitrable.
- C. Employees at locations authorized to receive a higher recruitment and retention differential as defined in this agreement, shall continue to receive said differential at the higher rate and will not receive the additional differential as outlined above.
- D. Less than full-time permanent employees shall receive this recruitment and retention differential on a pro rata basis.
- E. Permanent intermittent employees shall receive a pro-rated recruitment and retention differential based on the hours worked in the pay period.
- F. The above recruitment and retention differential payments shall not be considered as compensation for purposes of retirement contributions.
- G. In the DDS, Agnews facility licensed and unlicensed staff will receive the \$600 R&R differential.

## **7.8 - Recruitment and Retention Differential – Pharmacists**

- A. Effective at the beginning of the pay period following ratification by the Legislature, the State shall provide a recruitment and retention differential of \$725 per month to all employees in the classes listed below:

	<u>CLASS CODE</u>	<u>SCHEMATIC CODE</u>	<u>CLASSIFICATION</u>
1.	7659	SY61	Pharmacist I, DMH/DDS
2.	7982	SY60	Pharmacist I

- B. It is understood by AFSCME that this provision is a pilot program which is designed to address recruitment and retention problems that exist with the specific classifications listed above and that the decision to implement this differential is the sole responsibility of the State and that such decision is not grievable or arbitrable.
- C. Employees at locations authorized to receive a higher recruitment and retention differential as defined in this agreement, shall continue to receive said differential at the higher rate and will not receive the additional differential as outlined above.
- D. Less than full-time permanent employees shall receive this recruitment and retention differential on a pro rata basis.
- E. Permanent intermittent employees shall receive a pro-rated recruitment and retention differential based on the hours worked in the pay period.
- F. The above recruitment and retention differential payments shall not be considered as compensation for purposes of retirement contributions.

## **7.9 - Recruitment and Retention Differential – Individual Program Coordinator**

- A. Effective at the beginning of the pay period following ratification by the Legislature, the State shall provide a recruitment and retention differential of \$200 per month to all employees in the classes listed below:

1.	9890	XQ90	Individual Program Coordinator
----	------	------	--------------------------------

- B. It is understood by AFSCME that this provision is a pilot program which is designed to address recruitment and retention problems that exist with the specific classifications listed above and that the decision to implement this differential is the sole responsibility of the State and that such decision is not grievable or arbitrable.
- C. Employees at locations authorized to receive a higher recruitment and retention differential as defined in this agreement, shall continue to receive said differential at the higher rate and will not receive the additional differential as outlined above.

- D. Less than full-time permanent employees shall receive this recruitment and retention differential on a pro rata basis.
- E. Permanent intermittent employees shall receive a pro-rated recruitment and retention differential based on the hours worked in the pay period.
- F. The above recruitment and retention differential payments shall not be considered as compensation for purposes of retirement contributions.

## **7.10 Recruitment And Retention, California Department of Corrections (CDC)**

- A. Effective November 1, 2001, employees who are employed at Avenal State Prison, Ironwood, Calipatria State Prison, Centinella State Prison, or Chuckawalla Valley State Prison, CDC, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400.00, payable thirty (30) days following the completion of twelve (12) consecutive qualifying pay periods.
- B. If an employee voluntarily terminates, transfers or is discharged prior to completing twelve (12) consecutive pay periods at any of the entities cited in "A", there will be no pro rata payment for those months at either facility.
- C. If an employee is mandatorily transferred by the Department, he/she shall be eligible for a pro-rata share for those months served.
- D. If an employee promotes to a different facility or department other than any of the entities cited in "A" above, prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- G. Employees on IDL, EIDL and TD shall continue to receive this stipend.
- H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked for (4) months at qualifying institution and then takes six (6) months' pregnancy/parental leave, the employee will have only eight (8) additional qualifying pay periods before the initial payment of \$2,400.
- I. It is understood by AFSCME that the decision to implement or not implement annual recruitment and retention payments or differential, and the amount of such payments or differentials, rest solely with the State and that such decisions is not grievable or arbitrable.

- J. During the term of this Agreement, the Department of Personnel Administration may authorize a recruitment and retention differential of up to \$2,400 for other State Prisons in the Department of Corrections. If authorized, the provisions of paragraphs b. through g. shall apply.

### **7.11 Night Shift Differential**

- A. Unit 19 employees who regularly work shifts shall receive a night shift pay differential as set forth below:
  - 1. Employees shall qualify for the first night shift (PM shift) pay differential of forty (.40) cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 6:00 p.m. and 12:00 midnight.
  - 2. Employees shall qualify for the second night shift (NOC shift) pay differential of fifty (.50) cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 12:00 midnight and 6:00 a.m.
- B. For Rehabilitation Therapists in the Departments of Developmental Services and Mental Health, shift differentials will be paid as follows:
  - 1. Employees whose regularly scheduled shift requires them to work four (4) or more hours between the hours of 4 p.m. and 12 midnight will be paid forty (.40) cents per hour for all hours worked.
  - 2. Employees whose regularly scheduled shift requires them to work four (4) or more hours between the hours of 12 midnight and 6 a.m. will be paid fifty (.50) cents per hour for all hours worked.
- C. "Regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee for the duration of at least one monthly pay period.

### **7.12 Bilingual Differential Pay**

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards:

- A. Definition of bilingual positions for Bilingual Differential Pay
  - 1. A bilingual position salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)
  - 2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
    - a. A direct public contact position;

- b. A hospital or institutional setting dealing with patient or inmate needs;
  - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
  4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
  5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

**B. Rate**

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum \$100.00 per monthly pay period, including holidays.
  2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
  3. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
  4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$.58 per hour.
  5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$4.61 per day.
- C.** Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.
- D.** Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
- E.** Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- F.** Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this section.

- G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rate.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay shall be included in the rate used to calculate temporary disability, industrial disability and non-industrial disability leave benefits.

### **7.13 Deferred Compensation/401(k)**

- A. The State shall provide employees in Unit 19 with a choice of deferred compensation plans and shall endeavor to provide one whose policy incorporates a commitment to socially responsible investments.
- B. The State will send a representative to one annual AFSCME meeting to explain the options available to participating employees. AFSCME will provide the State with a minimum of two months notice of the date and location of the meeting.
- C. General information regarding the State's Deferred Compensation Plan is available from the Department of Personnel Administration at (866) 566-4777.
- D. Employees in Unit 19 will continue to be included in the State of California, Department of Personnel Administration's 401(k) Deferred Compensation Program.

### **7.14 Overpayments/Payroll Errors**

- A. When the State determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. Thereafter, reimbursement shall be made to the State through one of the following methods mutually agreed to by the employee and the State:
  - 1. Cash payment or payments.
  - 2. Installments through payroll deduction to cover at least the same number of pay periods in which the error occurred.
  - 3. The adjustment of appropriate leave credits or compensating time off, provided that the overpayment involves the accrual or crediting of leave credits (e.g., vacation, annual leave, or holiday) or compensating time off. Any errors in sick leave balances may only be adjusted with sick leave credits. Absent mutual agreement on a method of reimbursement, the State shall proceed with recoupment in the manner set forth in paragraph (2).



- B. An employee who is separated from employment prior to full repayment of the amount owed shall have withheld from any money owing the employee upon separation an amount sufficient to provide full repayment. If the amount of money owing upon separation is insufficient to provide full reimbursement to the State, the State shall have the right to exercise any and all other legal means to recover the additional amount owed.
- C. Amounts deducted from payment of salary or wages pursuant to the above provisions, except as provided in subdivision (b), shall in no event exceed twenty-five (25) percent of the employee's net disposable earnings.
- D. No administrative action shall be taken by the State pursuant to this section to recover an overpayment unless the action is initiated within three (3) years from the date of overpayment.
- E. If an employee disputes that an overpayment has occurred, the employee may file a grievance at the second step of the grievance process.

## **7.15 Personal Leave**

- A. All Personal Leave accrued by Unit 19 employees under the provisions of the Personal Leave Plan during the 1992-95 Memorandum of Understanding shall remain in employees' leave balances until such time as it is cashed out at the discretion of the employer, used as paid time off by the employee, or until the employee retires or terminates employment.
- B. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave.
- C. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Departments shall give consideration to an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the employee shall be paid for unused Personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as compensation for purposes of retirement.

## **7.16 Salary Rules**

Unit 19 hereby agrees to support the following changes to Article 5 of Department of Personnel Administration regulations to the effect if all bargaining units agree to the same.

### **A. 599.666.2 THE PAY PLAN**

As used in this article, terms are defined as follows:

1. "Salary range" is the range rates between, and including, the minimum and maximum rate currently authorized for the class;

2. "Step" for employees compensated on a monthly basis is a 5 percent differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a 5 percent differential above or below a rate rounded to the nearest dollar and cents amount. One step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05= \$2,415). One step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415÷1.05= \$2,300);
3. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range;
4. Range differential" is the difference between the maximum rate of two salary ranges;
5. "Substantially the same salary range" is a salary range with the maximum salary rate less than two steps higher than or the same as the maximum salary rate of another salary range;
6. "Higher salary range" is a salary range with the maximum salary rate at least two steps higher than the maximum salary rate of another salary range;
7. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Unless otherwise provided the lowest salary range currently authorized for class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

**B. 599.688.1 CORRECTION OF UNDERPAYMENT**

The effective date of correction of any salary rate to which an employee is entitled under Sections 599.676, 599.676.1, 599.679, 599.679.1, 599.681, 599.681.1, 599.683, 599.683.1, 599.685, 599.685.1, 599.688, 599.688.1, 599.689, or 599.689.1 shall be as of the time earned except that it shall not be prior to three years from the date the corrective action was initiated

C. 599.673.1 ENTRANCE RATE

1. The minimum limit in the salary range for each class is the entrance rate except as otherwise provided in the act or in these rules. The appointing power may authorize a higher entrance rate upon finding that the higher rate is required because of labor market conditions or to hire a person with extraordinary qualifications. The appointing power shall document the reasons for the higher entrance rate, as specified by the Department of Personnel Administration.
2. When there is more than one salary range for a class, the Department of Personnel Administration shall provide criteria to determine:
  - a. The range to which a position shall be assigned or the range which an employee shall receive,
  - b. Which rate in the range shall be received upon movement between ranges in the class, and
  - c. The conditions under which movement may be made from one range to another.

D. 599.674.1 RATE ON MOVEMENT BETWEEN CLASSES WITH SUBSTANTIALLY THE SAME SALARY RANGE

Such movement may be in the same or to another department and by transfer, appointment from an employment list, temporary appointment, or reinstatement other than mandatory.

Except as provided in Section 599.690 for trade rate classes the salary rate payable to a permanent or probationary employee upon movement without a break in service between classes with substantially the same salary range shall be established as follows:

1. When moving to a class with the same salary range or a range not to exceed one step higher at the maximum, the employee may, as recommended by the appointing power, receive any rate in the salary range not to exceed the total of the range differential between the maximum salary rates.
2. When moving, other than from a promotional employment list, to a class with a salary range more than one step higher at the maximum, the employee may, as recommended by the appointing power, receive any rate in the salary range not to exceed one step above the rate last received. When moving to this class by an appointment from a promotional employment list, the employees shall be entitled to the rate in the salary range one step above the rate last received. If the employee receives an increase, a new salary adjustment anniversary date is established to the provisions of the Sections 599.682.1 and 599.683.1; otherwise the salary adjustment anniversary date is retained.

E. 599.675.1 RATE ON MOVEMENT TO CLASS WITH LOWER SALARY RANGE

Such movement may be in the same or to another department and may be by appointment from an employment list, temporary appointment, voluntary demotion, disciplinary demotion, or reinstatement under Government Code Section 19140. The

provisions of this section do not apply to demotion in lieu of layoff or demotion under Section 19253.5 after medical examination.

1. Except as provided in Section 599.690 for trade rate classes, a permanent or probationary employee who without a break in service moves to a class with lower salary range may receive any rate in the salary range provided it does not exceed the rate the employee last received. The employee's salary adjustment date shall be as provided under Sections 599.682, 599.682 and 599.683.1 unless the appointing power designate a different date.
2. Upon appointment to a deep class and to prevent a loss of salary because of ineligibility for appointment to a higher alternate salary range, the employee may receive a plus adjustment in addition to his/her base salary rate to equal the rate the employee last received. If a salary range change occurs before the employee progresses to the higher alternate range, the employee shall be eligible for any related salary adjustments, as they may be specified by the Department of Personnel Administration under Section 599.688.1. Upon movement to the higher alternate salary range, the employee may move to the salary rate within the salary range that equals the combined rate of their base salary and the plus adjustment unless the provision of Section 599.681.1 provides a greater benefit.

**F. 599.676.1 RATE ON MOVEMENT TO CLASS WITH HIGHER SALARY RANGE**

Such movement may be in the same or to another department and by appointment from an employment list, by temporary appointment, or by reinstatement.

Except as provided in Section 599.690 for trade rate classes, a permanent or probationary employee who, without a break in service, moves to another class with a higher salary range shall be entitled to the rate in the salary range one step above the rate last received. If the movement is between two classes, one of which has an established rate of compensation other than a monthly rate, and the increase resulting from such adjustment amounts to less than one step in the salary range for the higher class, the employee shall be entitled to the next higher rate in the salary range which provides a one-step increase.

A new salary adjustment anniversary date is established subject to provisions of Section 599.682.1 and 599.683.1.

**G. 599.677.1 RATE ON REAPPOINTMENT OR REINSTATEMENT**

Upon the determination of the appointing power that it is in the best interest of the state, an employee who is reappointed or reinstated, is provided the following:

1. Unless otherwise provided under (b) the employee shall receive the following:
  - a. As applicable, the employee shall receive the salary rate entitled to under Government Code Sections 19141, 19253.5, 19997.9, 19997.12, and 19775.6.
  - b. Following the temporary separation, the employee shall receive the salary rate received at the time of separation, adjusted for salary range changes for the class since the separation.

- c. In cases not covered by (1) or (2), the employee may receive any rate in the salary range not to exceed the salary rate received at the time of separation, adjusted for salary range changes for the class since the separation.
  2. The appointing power may authorize a higher salary rate than allowed in (a) because of labor market conditions, recognition of prior service or extraordinary qualifications. The appointing power shall document the reasons for the higher salary rate, as specified by the Department of Personnel Administration. The salary adjustment anniversary date is established subject to the provisions of the Sections 599.682, 599.682.1, 599.683, 599.683.1, 599.687, and 599.687.1. The Department of Personnel Administration may establish guides to be used in the application of this rule.
- H. 599.678 RATE ON REAPPOINTMENT OR REINSTATEMENT AFTER TEMPORARY SEPARATION
- Re-entry into state service may be in the same or another department and by appointment from a reemployment employment list or reinstatement.
- A person who is reappointed or reinstated within the period of reinstatement or reemployment list eligibility after temporary separation shall, if not entitled to a higher rate under Sections 19141, 19253.5, 19997.7, 19997.9, 19997.12 and 19775.6 of the act, receive a salary rate as follows:
1. To the same class, the salary rate received at the time of separation adjusted for the salary range changes for the class since the separation.
  2. To another class with substantially the same salary range as the class from which separated, the salary rate may be either the same salary rate the employee would receive if appointed to such former class or the rate in the salary range which does not exceed the total number of range differentials above or below the rate the employee would receive if appointed to such former class.
  3. To a different class which has a lower salary range than the class from which separated, a salary rate not to exceed the salary rate last received in the class from which separated, adjusted for the salary range changes of the latter class since separation.
  4. This Department of Personnel Administration Regulation does not apply to State employees in State Bargaining Units.
- I. 599.679.1 RETENTION OF SALARY ABOVE THE MAXIMUM UPON MOVEMENT BETWEEN CLASSES
1. Upon movement without a break in service to a class with a higher salary range, an employee receiving a salary above the maximum shall be entitled to a promotional adjustment as provided by these regulations unless such rate exceeds the maximum of the new class. In this event, the employee shall be entitled to the same rate as was received in the class the employee left until such time as the maximum of the new class equals or exceeds this rate.

2. Upon movement without a break in service to a class with a salary range that is two steps or more lower, an employee shall be entitled to the same dollar differential above the step to which entitled in the lower class as received in the higher class, until such time as the maximum of the new class equals or exceeds this rate. Such movement may be in the same or to another department and may be by appointment from an employment list, temporary appointment, voluntary demotion, disciplinary demotion, or reinstatement under Government Code Section 19140.
3. Upon movement without a break in service to a class with-substantially the same salary range not covered by (a) or (b), an employee shall be entitled to the same rate received in the class left until such time as the maximum of the new class equals or exceeds this rate. Such movement may be in the same or to another department and by transfer and may be by appointment from an employment list, temporary appointment, voluntary demotion, or reinstatement under Government Code Section 19140.

J. 599.681.1 MOVEMENT BETWEEN ALTERNATE RANGES

When an employee qualifies under established criteria and moves from one alternate salary range to another alternate salary range of a class, the following shall apply:

1. Upon meeting deep class criteria, the employee shall receive the rate in the new salary range one step above the rate last received. A new salary anniversary date shall be established subject to Sections 599.682.1 and 599.683.1.
2. In all instances not covered by (a), the employee shall receive an increase or decrease equivalent to the total of the dollar difference between the maximum salary rates of the alternate salary ranges. The employee's salary anniversary date is retained.

K. 599.682.1 QUALIFYING SERVICE FOR MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT

Except as provided in Section 599.675.1, 599.687 or 599.687.1 one month of qualifying service for merit and special in-grade salary adjustments shall be counted for each month pay period, which meets the conditions of Section 599.675.1 or 599.608 and has been:

1. In the state civil service or in an exempt appointment or office as provided in Government Code Section 19141; and
2. In the same class or in another class except for classes with salary range that are two steps or more lower; and
3. Under any of the following types of appointments:
  - a. A permanent appointment.
  - b. A Career Executive Assignment appointment.
  - c. A temporary, emergency, or limited-term appointment preceding a mandatory reinstatement.

- d. At the discretion of the appointing authority, credit may be also given for: a temporary appointment in a seasonal class; or a temporary or special limited-term appointment covered by (3) above.

L. 599.683.1 MERIT SALARY ADJUSTMENT

If the appointing authority certifies in the manner prescribed by the Department of Personnel Administration that the employee has met the standards of efficiency required for the position, the employee who is not paid at the maximum step of the salary range shall receive a merit salary adjustment equivalent to 5 percent in the salary range provided that rate does not exceed the maximum salary rate effective on the first of the monthly pay period next following completion of:

1. Twelve months of qualifying service after:
  - a. Appointment; or
  - b. Last merit salary adjustment; or
  - c. Last special in-grade salary adjustment; or
  - d. Movement between classes which resulted in a salary increase of five percent; or
2. When movement between classes results in a salary increase of less than five percent the Department of Personnel Administration shall provide that the number of months of qualifying service be proportionately reduced from twelve (12) to the number of months of qualifying service that will permit the employee to receive approximately the same annual salary the employee would have received with a five percent increase.

M. 599.684.1 APPEAL FROM MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT ACTION

When an employee has not met the standards of efficiency required for the position, the supervisor shall so certify in the manner prescribed by the Director of the Department of Personnel Administration or the Department of Personnel Administration and shall recommend that the merit salary adjustment not be granted. In such cases, the adjustment shall not normally be considered again in less than three months. An employee whose merit salary adjustment will not be recommended by the supervisor shall be informed of the reasons for such action before the certification is made by the supervisor. The employee shall be informed in writing of denial prior to the effective date of the merit or special in-grade salary adjustment. Within 10 days after the employee is informed that the merit salary adjustment will not be recommended, the employee may file a written request with the appointing power for reconsideration under the agency's Grievance Procedure. The employee may appeal to the Department of Personnel Administration within 15 days after having exhausted the department remedy as herein specified. In such appeal the determination of the appointing power to withhold a merit salary adjustment shall be sustained if supported by substantial evidence.

N. 599.685.1 SPECIAL IN-GRADE SALARY ADJUSTMENT

If the appointing authority certifies in the manner prescribed by the Director of the Department of Personnel Administration that the employee has met the standards of

efficiency required for the position, the employee who is paid at the minimum step of the salary range in a class designated by the Department of Personnel Administration may receive a special in-grade salary adjustment to the second step of the salary range effective on the first of the monthly pay period next following completion of:

1. Six months of qualifying service after the appointment; or
2. As otherwise may be provided by the Department of Personnel Administration. When movement between classes to the minimum step results in a salary increase of less than one step, the Department of Personnel Administration shall provide that the months of qualifying service be proportionately reduced from six (6) to the number of months of qualifying service that will permit the employee to receive approximately the same annual salary the employee would have received upon appointment to the minimum step with a five percent increase.

O. 599.687.1 EFFECTS OF BREAKS IN STATE SERVICE ON MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENTS

1. Periods of absence from state service resulting from permanent separation shall not be counted as qualifying service for merit salary adjustments and special in-grade salary adjustments.
2. Any monthly pay period in which an employee has been absent as a result of a temporary separation of 11 working days or less, may be disqualified for merit salary adjustment or special in-grade salary adjustment if the supervisor certifies that the absence had affected the employee's ability to meet the standard of efficiency required for the position during the month.
3. Periods of absence from State service for the following reasons shall be counted as qualifying service for merit and special in-grade salary adjustments:
  - a. Military leave and periods of rehabilitation provided by Section 19780 of the Government Code.
  - b. Time during which the employee is receiving temporary disability for injury disease as provided in Section 19991.4 of the Government Code.
  - b. Time during which the employee is receiving paid educational leave as provided in Section 19991.7 of the Government Code.
4. Monthly pay periods of qualifying service which immediately precede and follow a return from temporary separation from service shall be added together for merit and special in-grade salary adjustments. At the discretion of the appointing authority monthly pay periods of qualifying service which immediately precede and follow a return from a permanent separation from service may be added together for merit salary adjustment only.

P. 599.795.1. PERFORMANCE APPRAISAL OF PROBATIONERS

A report of the probationer's performance shall be made to the employee at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. A written appraisal of performance shall be made by the employee's appointing power or designee with ten (10) days after the end of each one-third



portion of the probationary period. If the employee is rejected during the probationary period, a final report may be filed for the period not covered by previous reports. The foregoing provisions shall be construed as directory.

**Q. 599.688.1 EFFECT OF REALLOCATION OF POSITIONS**

When the State Personnel Board divides a class into two or more separate classes, or consolidates two or more classes into a single class and grants status to incumbents, the Department of Personnel Administration shall negotiate salary eligibility with the employee organization (s) which represent the affected employees. Incumbent employees shall not receive a reduction in salary as a result in the classification separation or consolidation.

**R. 599.689.1 EFFECT OF SALARY RANGE CHANGES**

Unless otherwise provided by the Department of Personnel Administration, whenever the salary range for a class is changed, the salary of each incumbent in the class on the date the range change was made effective shall be adjusted by the total of the range differentials between the maximum salary rates and shall retain the same salary adjustment anniversary date. When range changes are made effective retroactively, incumbents in the class between the effective date of the range change and the date of Department of Personnel Administration action, inclusive, shall also receive the same adjustment.

When salary range changes become effective the same date as an employee's salary adjustment anniversary date, the employee shall first receive any salary adjustment to which entitled and then receive the range differential adjustment.

When salary range changes become effective the same date as an employee's promotion, the salary adjustments shall be made in such order that the employee shall gain the maximum benefit from the adjustments.

## **7.17 Voluntary Personal Leave Program (VPLP)**

- A. Each department may decide whether it intends to offer the VPLP. Participating departments will notify employees of any program conditions that they may establish (e.g., eligibility criteria, maximum carryover credits, operational limitations) and procedures for program participation. Employee participation the program shall be on a voluntary basis.
- B. Except for K below, only permanent full-time employees are eligible to participate in the VPLP. Interested employees may only request either one day (8 hours) or two days (16 hours) Personal Leave per month with an equal reduction in pay. Approval or denial of the request shall be at the general discretion of the department and may vary within a department. A department may only approve either one day (8 hours) or two days (16 hours) personal leave. Salary ranges and rates shall not be affected because of VPLP participation.
- C. Participating employees shall be credited with eight (8) or sixteen (16) hours of Personal Leave on the first day of the following monthly pay period the employee is in the VPLP.

- D. Once approved, employees must remain in the Program for twelve (12) months unless a department establishes a lesser time period. Once approved for the VPLP, an employee agrees to remain in the program for that time period. In the case of financial hardship, an employee's request to cancel participation may be approved by a department on a case-by-case basis. The State reserves the right to cancel the program on a departmental, subdivision, or individual basis at any time with thirty (30) days notice to the employee.
- E. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use Personal Leave credits.
- F. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement.
- G. Participating employees shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivors benefits he or she would have received had they not participated in the VPLP.
- H. The VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a Merit Salary Adjustment.
- I. The VPLP shall neither affect the employee's final compensation used in calculation State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- J. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the State Controllers' Office.
- K. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the VPLP.
- L. Continued participation in the program when an employee transfers to another department shall be at the discretion of the new department.
- M. If any dispute arises about this VPLP, an employee or Union may file a grievance and the decision reached at the fourth step shall be final and not subject to the grievance arbitration clause of the Agreement.

### **7.18 Clinical Supervision Differential**

- A. Effective at the beginning of the pay period following ratification by the Legislature, the State shall provide a differential to:
  - 1. Licensed Psychiatric Social Workers (PSW) who provide clinical supervision to a pre-licensed Psychiatric Social Worker who is registered with the Board of Behavioral Sciences (BBS), or who provide clinical supervision to a Social Work Associate who is properly registered with the BBS and who is working toward completion of the requirements for licensure as a Licensed Clinical Social Worker (LCSW) with the approval of the appropriate supervisor.
  - 2. Licensed Psychologists who provide clinical supervision to unlicensed individuals (in the classifications of Clinical Psychology Intern, Psychology Associate, or any of the Psychologist classifications) who are accruing supervised professional experience for the purpose of obtaining California licensure as a psychologist in accordance with the rules and regulations of the Board of Psychology (BOP) with the approval of the appropriate supervisor.
- B. The licensed PSW or licensed Psychologist must accept responsibility for at least two (2) individuals in the above categories, respectively, to be eligible for the differential.
- C. The licensed PSW shall have met the BBS requirements and be registered as the clinical supervisor with the BBS. The licensed Psychologist shall have met the requirements of the BOP, as defined in their regulations, to provide qualifying supervision.
- D. Employees meeting the above criteria for at least eleven (11) days during a qualifying pay period shall receive a \$100 differential for that pay period.
- E. In the event that the State supervisor identifies performance issues, and has been unable to resolve these issues through appropriate administrative intervention, the State supervisor may terminate the clinical supervision and the differential shall be terminated.
- F. The above differential payments shall not be considered as compensation for purposes of retirement contributions.

### **7.19 Arduous Pay**

The State at its discretion may provide arduous pay, \$300 - \$1200 per pay period, to Work Week Groups E and SE employees in accordance with the existing Pay Differential 62, FLSA Exempt Employee Differential For Extremely Arduous Work and Emergencies. The following criteria shall apply:

- A. Requests for arduous pay shall be made to DPA on a case-by-case basis by the employing department. DPA shall evaluate said requests based on whether it satisfies all of the following:

- **Nonnegotiable Deadline or Extreme Urgency**

The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

- **Work Exceeds Normal Work Hours and Normal Productivity**

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment.

Employees who are excluded from FLSA are expected to work variable work scheduled as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.

Time that an employee is absent during his/her regular working hours, whether paid or unpaid, shall be taken into consideration when DPA reviews arduous pay requests from departments.

- **Work is Unavoidable**

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

- **Work Involves Extremely Heavy Workload**

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than 12 to 14 days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

- **No other Compensation**

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above-described work.

- **Department decisions not to submit arduous pay requests to the DPA, and DPA decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions in Article 5.**

B. Nothing in this section or in Pay Differential 62 is intended to change or modify the definition, interpretation, or application of Work Week Groups E or SE.

C. If an employee is absent using paid leave during the period of time of which arduous pay is requested, or an employee can average hours by taking time off, then it suggests this criteria have not been met.

- D. The decision of DPA pursuant to these criteria shall be final and shall not be subject to either the grievance or arbitration procedure in Article 5.

## **ARTICLE 8 – HOLIDAYS**

### **8.1 Holidays**

- A. All full-time employees shall be entitled to such holidays with pay as provided herein, in addition to any official State holidays appointed by the Governor.
- B. Such holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving Day and December 25.
- C. Every full-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July. No employee shall lose a personal holiday credit because of the change from calendar to fiscal year crediting.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday, or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the personal holiday on a straight time (hour-for-hour) basis. Employees shall not be allowed to carry over or cash out more than two personal holidays in any fiscal year.
- E. Subject to item D. above, use of personal holidays shall be granted in accordance with departmental policies on this subject.
- F. When November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.
- G. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time employees shall, regardless of whether they work on the holiday, only accrue an additional eight (8) hours of personal holiday credit per fiscal year per said holiday.
- H. When a holiday other than a personal holiday falls on Sunday, full-time employees shall be entitled to the Monday following as a holiday with pay.
- I. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- J. Full-time employees who are required to work on a holiday shall be entitled to pay or compensating time off for such work in accordance with their classification's assigned workweek group and this Agreement.

- K. Full-time employees exempt from the provisions of the Fair Labor Standards Act who are required to work on a holiday shall receive an additional four (4) hours of Informal Time Off (ITO) in addition to the holiday credit received for the holiday.
- L. Less than full-time employees shall receive holidays in accordance with the provisions of 9.1.

## ARTICLE 9 – LEAVES

### 9.1 Vacation

- A. Employees shall not be entitled to vacation leave credit for their first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying months, employees covered by this section, shall receive a one-time vacation bonus of forty-two (42) hours. Thereafter, for each additional qualifying monthly pay period the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
241 months and over	14 hours per month

An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credit as set forth under item "A" above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which falls between two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- C. Employees working less than full time accrue prorated vacation in accordance with the employee's time base.

**CHART FOR COMPUTING VACATION, SICK LEAVE, AND HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1**

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP						HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	SL/HOL 8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	7.20

- D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee (1) was required to work as a result of fire, flood or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.
- E. In the event a department head or designee does not provide the opportunity to take sufficient vacation to reduce the employee's accumulated vacation to six hundred forty (640) hours as of January 1 of each year or provide for vacation carryover in D. above, the employee may take as a matter of right, immediately preceding January 1, the number of days of accumulated vacation required to reduce such accumulation to six hundred forty (640) hours. In order to exercise this right, the employee shall request to use the excess amount of vacation at least thirty (30) days in advance of usage. If an employee does not take sufficient vacation to reduce his/her accumulation to six hundred forty (640) hours as of each January 1, all vacation hours in excess of six hundred forty (640) will be lost.
- F. Upon termination from State employment, the employee shall be paid for unused vacation credits for all accrued vacation time.
- G. The time when vacation shall be taken by the employee shall be determined by the department head or designee. This shall include the right to order an employee to take vacation anytime during the calendar year if an employee's vacation accumulation exceeds or would exceed the vacation cap in D. above, on December 31 of the calendar year.
- H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time, and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation was accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie.
- I. Each department head or designee will make every effort to act on vacation requests in a timely manner.
- J. Vacation time may be used in increments of fifteen (15) minutes.
- K. In lieu of vacation credits, any employee who is subject to the Annual Leave Program and who is appointed (this includes but is not limited to initial appointment into State service, reinstatement, promotion, transfer and demotion) in a position in Bargaining Unit 19 shall continue to be subject to the Annual Leave Program and the enhanced Non-Industrial Disability Insurance (NDI) benefit provisions of Article 10.3.



Each full-time employee shall receive credit for the annual leave in lieu of the vacation and sick leave credits of this Agreement in accordance with the following schedule:

1 months to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
241 months and over	18 hours per month

- L. Vacation approval shall not be contingent on a BU 19 employee being required to find coverage for their assignment and/or caseload.
- M. With prior approval, employees may use accrued vacation hours to extend the duration of any other type of approved leave for purposes of addressing work and family issues.

## **9.2 Sick Leave**

### **A. Definition**

As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury;
2. Quarantined because of exposure to a contagious disease;
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
4. Attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, sister, domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code Section 297, or any person residing in the immediate household. Such absence shall be limited by the department head or designee to the time reasonably required for such care; however, in no case shall it exceed six (6) work days per occurrence.

### **B. Credit for Full-Time Employment**

On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each full-time employee in the State civil service shall be allowed one day (eight [8] hours) of credit for sick leave with pay. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn full sick leave credit. Absences from State service resulting from a temporary or permanent separation of more than eleven (11) consecutive working days which fall between two (2) consecutive qualifying pay periods shall disqualify the second pay period.

#### C. Credit for Less than Full-Time Employment

1. Intermittent employees: On the first day of the monthly pay period following completion of each period of one hundred sixty (160) hours or twenty (20) days of paid employment, each intermittent employee in the State civil service shall be allowed one (1) day of credit for sick leave with pay. The hours or days worked in excess of one hundred sixty (160) hours or twenty (20) days in a monthly pay period shall not be counted or accumulated.
2. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee in the State civil service shall be allowed, on a pro rata basis, the fractional part of one (1) day of credit for sick leave with pay.
3. Multiple Positions Under This Rule:
  - a. An employee holding a position in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.
  - b. Where an employee holds two (2) or more less than full-time positions, the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.

#### D. Sick Leave Usage

The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason. In cases where an absence is in excess of two (2) consecutive working days, where a pattern of excessive or abusive sick leave usage is observed, or where the State reasonably believes that sick leave has been requested for reasons other than defined in this Article, the employee's supervisor may require substantiating evidence, including but not limited to, a physicians' certificate. If the appointing power does not consider the evidence adequate, the request for sick leave shall be disapproved.

#### E. Sick leave may be requested and taken in fifteen (15) minute increments.

### **9.3 Catastrophic Leave (Work and Family Transfer of Leave Credits)**

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Committee on Work and Family. The parties agree that transfer of leave credits between State employees and family members, who are also State employees, is appropriate for issues relating to approved catastrophic leave, Family Medical Leave, parental leave and adoption leave.

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation, annual leave, personal leave, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with departmental procedures under the following conditions:

1. When the receiving employee faces family care responsibilities or financial hardship due to injury or the prolonged illness of the employee, mother, father, spouse's parent's, husband, wife, son, daughter, brother, sister, or domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code Section 297, or any person residing in the immediate household.
2. When the receiving employee is absent for approved parental or adoption leave purposes.

For the purposes of transferring leave credits the following conditions shall apply:

- B. The receiving employee has exhausted all leave credits.
- C. The donations must be a minimum of one (1) hour and in whole hour increments.
- D. Transfer of annual leave, personal leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department. A personal holiday must be transferred in one day increments (personal Holiday donations shall be made pursuant to the donating employee's time base).
- E. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.
- F. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donation shall be returned to the appropriate donor.

This section is not subject to the Grievance and Arbitration Article of this Contract.

#### **9.4 Bereavement Leave**

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, child, stepchild, adopted child, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of a grandchild, grandparent, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of other accrued existing leave credits or authorized leave without pay.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base.

### **9.5 Jury Duty**

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury.
- B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.
- C. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this Section, "jury fees" mean fees received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.

### **9.6 Unpaid Leaves of Absence**

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in Item C. below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before expiration of the unpaid leave of absence.

- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
  - 1. For temporary incapacity due to illness or injury.
  - 2. To be loaned to another governmental agency for performance of a specific assignment.
  - 3. To seek or accept other employment during a layoff situation, or otherwise lessen the impact of an impending layoff.
  - 4. Educational purposes.
  - 5. To work for the Union.
  - 6. Travel.
  - 7. Personal or family matters.
- D. A departmental head or designee may grant an unpaid leave of absence for a period of up to two (2) years for the purpose of performing humanitarian work in national or international service projects. However, there shall be no extensions beyond the two (2) years.
- E. A leave of absence shall be terminated by the department head or designee:
  - 1. At the expiration of the leave;
  - 2. Prior to the expiration date with written notice at least fifteen (15) workdays prior to the effective date of the revocation.
- F. An unpaid leave of absence shall only be denied for operational reasons. Such operational reasons shall be provided to the employee in writing.

## **9.7 Pregnancy/Parental Leave**

- A. A department head or designee shall grant a female permanent employee's request for an unpaid leave of absence for pregnancy, childbirth, or the recovery therefrom, for a period not to exceed one (1) year. Upon request, the employee shall provide verification of the pregnancy.
- B. A spouse or parent who is a permanent employee shall be entitled to an unpaid leave of absence for a period not to exceed six (6) months and may be granted an additional six (6) months, not to exceed a total of one (1) year, to care for a newborn child or shall be granted an unpaid leave of absence for a period not to exceed one (1) year to care for a child upon the disability or death of a parent.

## **9.8 Adoption Leave**

A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed six (6) months and may grant a permanent employee's request for an additional six (6) months. The employee shall provide substantiation to support the employee's request for adoption leave.

## 9.9 Mentoring Leave

- A. Eligible employees may receive up to forty (40) hours of “mentoring leave” per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. “Mentoring leave” is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. “Mentoring leave” may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of his/her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting “mentoring leave”. For example, if an employee requests two (2) hours of “mentoring leave”, he/she must have used two (2) verified hours of his/her personal time prior to receiving approval for the “mentoring leave”. “Mentoring leave” does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his/her supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for “mentoring leave”, an employee must:
  - 1. Have a permanent appointment;
  - 2. Have successfully completed their initial probationary period; and
  - 3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards, for a minimum of one school year. (Most programs are aligned with the child’s normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. An employee is not eligible to receive mentoring leave if:
  - 1. He/she is assigned to a “post” or level of care position in the Department of Corrections or Youth Authority; or
  - 2. He/she works in a level of care position in the Departments of Developmental Services, Mental Health, Education and Veterans’ Affairs.
- G. Permanent part-time and permanent intermittent employees may receive a prorated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of “mentoring leave” per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 6 of this Contract.

## 9.10 Annual Leave Program

- A. Employees may elect to enroll in the Annual Leave Program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from date of enrollment.
- B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

1 month to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
241 months and over	18 hours per month

Part-time and hourly employees shall accrue proportional annual leave credits. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules, or memorandum of understanding.

All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.

- C. A full-time employee who has 11 or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609.

Absences from State service resulting from a temporary or permanent separation for more than 11 consecutive days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

- D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.

- E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.
- F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
- G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection E., the department may order the employee to take annual leave.
- H. Annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.
- I. Each department head or designee will make every effort to act on annual leave requests in a timely manner.
- J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 9.2 Sick Leave, of this Agreement.
- K. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 10.4 applies only to those in the annual leave program described above in this Section.
- L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in Annual Leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).

## **9.11 Work and Family Participation**

### **A. Family School Partnership Act**

Upon reasonable notice to the employer, an employee shall be permitted to use up to eight (8) hours per month, but not exceeding forty (40) hours per calendar year, of accrued leave credits (annual leave, vacation, personal holiday, holiday credit or CTO) for the purpose of attending school or pre-school activities in which the employee's child is participating.

An employee's leave request shall be in accordance with the appropriate department procedures.



**B. Family Activity**

Subject to operational needs and reasonable notice to the employer, an employee shall be permitted to use up to a maximum of 20 hours of accrued leave credits (annual leave, vacation, personal holiday, holiday credit or CTO) per calendar year for the purpose of attending non-school family activities such as sports events, recitals, 4-H Club, etc. in which the employee's child is participating.

If an employee has exhausted available leave credits, the employee may request unpaid leave, unless he/she is currently subject to attendance restriction.

**C. Family Crisis**

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household.

If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with Subsection 9.12 of this contract, Family and Medical Leave Act.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

In this paragraph and paragraphs A and B above, the word "child" is defined as the employee's son, daughter or any child to which the employee stands in loco parentis.

**9.12 Family Medical Leave Act (FMLA)**

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA". The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, or parent who has a serious health condition, and/or for the birth or adoption of a child.

- B. For the purposes of providing the FMLA benefits the following definitions shall apply:
1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
  2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
  3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;
  4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by Section 9.3 of this Contract.
    - a. FMLA absences due to illness and/or injury of the employee or eligible family member, may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for an FMLA leave will be administered in accordance with Section 9.3 and 9.2 of this Contract.
    - b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by Section 9.3 of this Contract.
    - c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with Section 9.3 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.
- C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification shall be provided to the employee in writing.
- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 9 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

- E. Within 90 days of the ratification date of this contract, and on January 1 of each year thereafter, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous 12 month rolling period, shall be entitled to additional leave up to a total of 12 weeks for the current calendar year.
- F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
- G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the Department of Personnel Administration Rules 599.608 and 599.609.
- H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by Department of Fair Employment and Housing. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

## **ARTICLE 10 – HEALTH AND WELFARE**

### **10.1 Health and Welfare**

#### **A. Consolidated Benefits (CoBen) Program Description**

##### **1. CoBen Allowance**

Effective January 1, 2004, the State agrees to pay the following contribution for the Consolidated Benefits (CoBen) Allowance.

The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

Effective January 1, 2004 through December 31, 2005, the employer health benefits contribution for each employee shall an amount equal to eighty (80%) percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty (80%) percent of the weighted average of the additional premiums required for enrollment of those family members, during he benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

Effective January 1, 2006, the employer health benefits contribution for each employee shall be an amount equal to eighty five (85%) percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty (80%) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth of the month.

## 2. Description of the Consolidated Benefit (CoBen) Program

Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's allowance amount will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

- a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by DPA, the health benefit enrollment party code will determine the allowance amount.
- b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.
- c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by DPA and certifies health and dental coverage from other sources the employee will receive \$155 in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
- d. Permanent Intermittent (PI) employees shall only be eligible to participate in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year.
- e. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies health coverage from another source, but enrolls in a dental plan administered or approved by DPA, the employee may receive the difference between the applicable composite contribution and the cost of the dental plan selected and vision benefits, not to exceed \$130 per month. (The State will pay the premium cost of the dental plan and vision plan.) Cash will not be paid in lieu of vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

- f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum allowance amount as set forth in Subsection A.1.a. (1) (2) or (3) above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.

## B. Health Benefits

### 1. Employee Eligibility

For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

### 2. Permanent Intermittent (PI) Employees

- a. Initial Eligibility – A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.
- b. Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

### 3. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

4. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

## C. Dental Benefits

### 1. Contribution

The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in Section A.1 of this agreement.

### 2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsection B.1. and B.2 of this agreement.

### 3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection B.3 of this agreement.

#### D. Vision Benefit

##### 1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in Section A.1. The vision benefit provided by the State shall have an employee copayment of \$10 for the comprehensive annual eye examination and \$25 for materials.

##### 2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.1 and B.2 of this agreement.

##### 3. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.3 of this agreement.

#### E. FlexElect Program

##### 1. Program Description

- a. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by DPA. The administrative fee paid by the participants will be determined each year by the Director of the Department of Personnel Administration.
- b. Employees who meet the eligibility criteria stated in subsection B.1. will be eligible to enroll into a Medical Reimbursement Account and/or a Dependent Care Reimbursement Account.

##### 2. Employee Eligibility

- a. All eligible employees must have a permanent appointment with a time-base of half time or more and have permanent status, or if a limited term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position.
- b. Permanent Intermittent (PI) employees shall only participate in the CoBen Cash Option and will be eligible to receive a six month Cash payment for the first control period of each plan year. PI's choosing the CoBen Cash Option will qualify if they meet all of the following criteria:
  - (1) must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling; and
  - (2) must have a PI appointment which is effective from January 1 through June 30 of the Plan Year for which they are enrolling; and
  - (3) must be paid for at least 480 hours during the January through June control period for the Plan Year in which they are enrolling; and

- (4) must have completed an enrollment authorization during the FlexElect Open Enrollment Period or as newly eligible.

3. Subsection 2.b. is not grievable or arbitrable.

## **10.2 Rural Health Care Equity Program**

The State shall continue the rural health care equity program for Bargaining Unit 19 members, which may be administered in conjunction with a similar program for state employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 19 members.

The program shall operate in the following fashion:

1. The State shall contribute \$1,500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code Section (GC) 22825.01. For Bargaining Unit 19 members, because a substantial number of them are seasonal employees, payments shall be on a monthly basis.
  - a. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
2. As to any employee who enters state service or leaves state service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
3. The money shall be available for use as defined in GC Section 22825.01.
4. Pursuant to GC Section 22825.01 a Rural Healthcare Equity Trust Program will be established with a separate account for Bargaining Unit 19 members, as one of several similar accounts.
5. Each Unit 19 employee shall be able to utilize up to \$1,500 per year, pursuant to GC Section 22825.01, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 2. is applicable here.
6. If an employee does not utilize the complete \$1,500 pursuant to the procedures and limitations described in GC Section 22825.01, then the unused monies shall be put in a "same year pool". That same year pool shall be utilized to pay those who have incurred health care expenses in excess of the \$1,500, but again according to the procedures and limitations in GC 22825.01. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1,500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
  - a. Any employee not in Bargaining Unit 19 all year shall receive credit under this paragraph 6 utilizing the same pro rata formula as in paragraph 2 above.
  - b. If an employee is entitled to less than \$25.00 under this paragraph 6, the money shall instead go into next year's fund pursuant to paragraph 6 hereafter.

7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1,500 as provided in GC Section 22825.01 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to GC Section 22825.01 exceed \$1,500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to GC Section 22825.01 and monies still remained in the pool.

### **10.3 Non-Industrial Disability Insurance – Vacation/Sick Leave Program**

- A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non work-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60% of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) work days.
- C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived when the employee is a registered bed patient in a hospital or nursing home, or receives treatment in a hospital or surgical unit or licensed surgical clinic. Procedure rooms and doctors' offices are not included.
- D. If the employee elects to use vacation, annual leave, personal leave or sick leave credits prior to receiving NDI payments, he or she is not required to exhaust the accrued leave balance.
- E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.
- F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with NDI benefit, will not exceed 100% of their regular "full pay". This does not qualify the employee for a new disability period under B. of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.
- G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.



- H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay periods in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- I. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.
- K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.

#### **10.4 Enhanced Non-Industrial Disability Leave – Annual Leave Program**

- A. This ENDI provision is only applicable to employees participating in the Annual Leave Program referenced in Article 9.10.
- B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for State employee who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless he/she has returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75 % or 100 % at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.
- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balance may be used to cover this waiting period. The waiting period may be waived when the employee is a registered bed patient in a hospital or nursing home, or receiving treatment, receives treatment in a hospital surgical unit or licensed surgical clinic. Procedure rooms and doctor's offices are not included.
- E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, he/she is not required to exhaust the accrued leave balance.

- F. Following the start of ENDI payments, an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.
- G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which, when combined with the ENDI benefit, will not exceed 100 % of their regular "full pay." This does not qualify the employee for a new disability period under c. of this article. The appointing power may require an employee to submit a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluation the capacity of the employee to perform the work of his or her position.
- H. If an employee refuses to return to work in a position offered by the employer under the State's injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.
- I. Where employment is intermittent or irregular, the payments shall be determined on the basis of proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- J. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.
- L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.
- M. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
- N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program Section 10.2 and such benefits are limited to \$135 per week.

## **10.5 Industrial Disability Leave**

- A. For periods of disability commencing on or after July 1, 1993, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay for the first 22 work days after the date of the reported injury.

- B. In the event that the disability exceeds 22 work days, the employee will receive 66 and 2/3% of gross pay from the 23<sup>rd</sup> work day of disability until the end of the 52<sup>nd</sup> week of disability. No IDL or payments shall be allowed after two years from the first day (i.e., date) of disability.
- C. The employee may elect to supplement payment from the 23<sup>rd</sup> day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given 30 days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.
- E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government code Section 19863.
- F. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.
- G. An employee may elect to supplement Vocational Rehabilitation Maintenance Allowance, which is provided pursuant to section 10125.1, Title 8, California Code of Regulations, with leave credits.
- H. The State and Union agrees to support legislation to amend Government Code Section 19863.1, to allow an employee to supplement Vocational Rehabilitation Maintenance Allowance with leave credits.
- I. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

## **10.6 Enhanced Industrial Disability Leave (EIDL)**

- A. An employee working in the Department of Corrections or in the Department of the Youth Authority who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward or parolee.

- B. An employee working in the Department of Developmental Services or in the Department of Mental Health who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties, may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient or client.
- C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of the occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
- D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. The benefits shall not be applied to either presumptive, stress-related disabilities, or physical disabilities having mental origin.
- E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- G. This Section relating to EIDL will not be subject to the arbitration procedure of this MOU.

## **10.7 Employee Assistance Program**

- A. The State recognizes that alcohol, drug abuse, stress, and other factors may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, drug- and stress-related problems such as marital, family, emotional, financial, medical, and legal or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or stress-related problem(s) so as to retain or recover his/her value as an employee.
- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this Section. Participation in the Employee Assistance Program will be through voluntary self-referral or through referral to an Employee Assistance Program Coordinator by appropriate management personnel. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued sick leave, compensating time off credits and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, vacation and compensating time off have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance.

- C. Records concerning an employee's treatment for alcoholism, drug- or stress-related problems shall remain confidential and shall remain separate from other personnel materials.
- D. A list of all Employee Assistance Program Coordinators shall be furnished to AFSCME annually, by the State.
- E. Departments/facilities with an internal Employee Assistance Program shall provide the opportunity for an employee to meet with the Employee Assistance Program Coordinator in a location away from the immediate worksite to ensure confidentiality when receiving Employee Assistance Program Benefits.
- F. Program evaluation and problems arising from implementation will be referred to the Labor/Management Committee pursuant to Section 18.7 of this Agreement.

## **10.8 Group Legal Service Plan**

- A. This plan is available on a voluntary, after-tax, payroll deduction basis, with all costs being paid by the employee, including a service charge for the costs of administering the plan.
- B. There shall be an annual enrollment period. Eligible Employees who elect not to enroll during the initial enrollment period shall be eligible to enroll in the subsequent open enrollment period.
- C. Specific information on the plan, including plan features and costs, will be distributed to all eligible employees during the open enrollment period. Employees will be notified of any changes to the plan. Once enrolled, employees may cancel at any time according to cancellation procedures.

# **ARTICLE 11 – RETIREMENT PLAN**

## **11.1 Employer-Paid Employee Retirement Contributions**

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in the bargaining unit. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

- A. **DEFINITIONS.** Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.
  - 1. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 19 who make employee contributions to the PERS retirement system.

2. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.
3. "Employer." The term "employer" shall mean the State of California.
4. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 19 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.
5. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.).
6. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

**B. Pick-Up-Of-Employee Contributions**

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
2. Employee contributions made under paragraph A. of this Article shall be paid from the same source of funds as used in paying the wages to the affected employees.
3. Employee contributions made by the employer under paragraph A. of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
4. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

**C. Wage Adjustment**

Notwithstanding any provision in this Agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

D. Limitations to Operability

This Article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

E. Non-Arbitrability

The parties agree that no provisions of this Article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

## **11.2 1959 Survivors' Benefits-Fifth Level**

- A. Employees in this unit who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the Contract.
- B. The Contribution for employees covered under this new level of benefits will be \$2 per month. The rate of contribution for the State will be determined by PERS board.
- C. The survivors' benefits are detailed in the following schedule:
  - 1. A spouse who has care of two or more eligible children, or three or more eligible children not in care of spouse.....\$1,800
  - 2. A spouse with one eligible child, or two eligible children not in the care of the spouse.....\$1,500
  - 3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62.....\$750

## **11.3 First Tier Eligibility For Employees In Second Tier**

- A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this article. The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution that will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a 20 year period beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

- B. The legislative language would allow an employee in the Second Tier to excise the Tier 1 right of election at any time after the effective date of this legislation. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 96 months (8 years) to 144 months (12 years) or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.
- C. New employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within 180 days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he or she would remain in the First Tier plan.
- D. Employees who purchase their past service would be required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. As required by CalPERS law, the amount will then include interest at 6 percent, annually compounded.

#### **11.4 First Tier Retirement Formula (2% @ 55)**

- A. The Union and the State (parties) agree that legislation implementing this agreement shall contain language to enhance the current age benefit factors on which service retirement benefits are based for Miscellaneous and Industrial members of the First Tier plan under the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution that will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a 20 year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.
- B. The legislative language would provide the enhanced benefit factors to State employees who retire directly from State employment on and after January 1, 2000.



- C. The table below compares the current First Tier age benefit factors to the improved factors that the proposed legislation would place in the part of the Government Code administered by CalPERS.

AGE AT RETIREMENT	OLD FACTORS	NEW FACTORS
50	1.092	1.100
51	1.156	1.280
52	1.224	1.460
53	1.296	1.640
54	1.376	1.820
55	1.460	2.000
56	1.552	2.063
57	1.650	2.125
58	1.758	2.188
59	1.874	2.250
60	2.000	2.313
61	2.134	2.375
62	2.272	2.438
63 and over	2.418	2.500

- D. There would be factors for attained quarter ages, such as 52 3/4, that will be included in the proposed legislation. These improved age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union. The improved factors will also apply to past service that is credited under the First Tier and the Modified First Tier.
- E. The amount of member contributions required of employees who will be covered under these new factors will continue to be 5 percent of monthly compensation in excess of \$513.00.

### **11.5 Retirement Formula For Safety Members (2.5% @ 55)**

- A. The Union and the State parties agree that legislation implementing this agreement shall contain language adding new age benefit factors on which service retirement benefits are based for employees of this unit who are safety members of the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution that will employ, for the June 30, 1998 valuation and thereafter, 95% of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, excess assets over a 20 year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the 20 year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

The parties agree to support legislation that will improve the age benefit factors from age 50 to 55 for Safety members. The age benefit factor at age 55 for members of this Union will be 2.5% of compensation for each year of service. These improved benefit factors will apply to employees who retire directly from State service on and after January 1, 2000, and for service rendered as a Safety member prior to and after that date.

- B. A member who made the election to remain under the miscellaneous or industrial retirement benefit, as provided in Section 20405.1, may elect to be subject to the state safety formula within 90 days of notification by the board. The election, which shall be provided by the board on and after January 1, 2000, shall be filed with the board. Past service that would have been credited as a safety member, but for the member's election to remain under the miscellaneous or industrial formula, shall be credited under the safety formula. This section shall apply to employees who are represented by State Bargaining Unit 19 and to employees who directly supervise these members.

### **11.6 Industrial Retirement**

- A. "Industrial" with respect to State miscellaneous members means death or disability resulting from an injury which is a direct consequence of a violent act perpetrated on his or her person by (1) a patient or client of the State Department of Mental Health (DMH), at Patton State Hospital or Atascadero State Hospital, (2) an inmate at the DMH Psychiatric Program at CMF-Vacaville, if:
1. The member was performing his or her duties within a treatment ward at the time of the injury, or
  2. The member was not within a treatment ward but was acting within the scope of his or her employment at the hospital and is regularly and substantially as part of his or her duties in contact with such patients or clients, and
  3. The member at the time of injury was employed in a State bargaining unit for which a memorandum of understanding has been agreed to by the State employer and the recognized employee organization to become subject to this Section, or

4. The member was either excluded from the definition of State employee in subdivision (c) of Section 3513 or was a supervisory employee as defined in Section 3522.1, or was a non-elected officer or employee of the executive branch of government who was not a member of the civil service.
- B. The provisions of this part providing industrial death and disability benefits to State industrial members shall apply to the miscellaneous members described in this Section and to any other State member whose death or disability results from an injury under the conditions prescribed in this Section.

### **11.7 Alternative Pre-Retirement Death Benefit**

The State agrees to provide Unit 19 employees with an improved alternative pre-retirement death benefit in accordance with the provisions of Government Code 21547, as follows:

21547. Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with 20 years or more of state service, the surviving spouse, or eligible children if there is no eligible spouse may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit. The board shall calculate the monthly allowance that shall be payable as follows:

- a. To the member's surviving spouse, an amount equal to what the member would have received if he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.
- b. To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this section, a "surviving child" includes a posthumously born child of the member.
- c. This section shall only apply to members employed in the state bargaining units for which a memorandum of understanding has been agreed by the state employer and the recognized employee organization to become subject to this section, members who are excluded from the definition of the state employees in subdivision (c) of Section 3513, and members employed by the executive branch of government who are not members of the civil service.
- d. For the purpose of this section, "state service" means service rendered as a state employee, as defined in Section 19815. This section shall not apply to any contracting agency nor to the employees of any contracting agency.

21547.5. For any survivor or a monthly allowance provided by Section 21547 prior to the effective date of its amendment, the allowance shall be adjusted to equal an amount that the member would have been eligible to if his or her death had occurred on or after the amendment effective date of Section 21547. The adjusted amount would be payable only on and after that amendment effective date.

### **11.8 Safety Retirement for Individual Program Coordinators (IPC) in Forensic Settings**

Individual Program Coordinators (IPCs) whose regular caseload assignment includes 50% or more of clients living in secured forensic settings shall be entitled to safety retirement retroactive to August 1, 2000.

### **11.9 Employee Retirement Contribution Reduction for Miscellaneous Members**

If the Board of Administration of the California Public Employees Retirement System (CalPERS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:

1. Effective the first of the pay period following approval by the CalPERS Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:
  - Employees who are miscellaneous and/or industrial members of the first tier plan, and who are subject to Social Security under the CalPERS, shall have their employee retirement contribution rate reduced to zero.
  - Employees who are miscellaneous and/or industrial members of the first tier plan, and who are not subject to Social Security under the CalPERS, shall have their employee retirement contribution rate reduced from 6% of compensation in excess of three hundred seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred seventeen (\$317) dollars each month.
2. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.
3. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001, communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001, and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

### **11.10 Employee Retirement Contribution Reduction for Safety Members**

If the Board of Administration of the California Public Employees Retirement System (CalPERS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:

1. Effective the first of the pay period following approval by the CalPERS Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:
  - Employees who are safety members (2.5% at 55) under the CalPERS, shall have their employee retirement contribution rate reduced from 6% of monthly compensation in excess of three hundred seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred seventeen (\$317) dollars each month.
2. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.
3. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001, communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001, and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

## **ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS**

### **12.1 Business And Travel Expense**

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's

responsibility to maintain receipts and records of their actual expenses. Each State agency shall determine the necessity for and method of travel.

A. **Meals/Incidentals** - Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of the actual expenses up to the maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

1. **Rates** - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

Breakfast	up to	\$6.00
Lunch	up to	\$10.00
Dinner	up to	\$18.00
Incidentals	up to	\$6.00
<hr/>		
Total		\$40.00 (every full 24 hours of travel)

2. **Timeframes** - For continuous short-term travel of more than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's time of departure and return as follows:

- a. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip begins at or before 6 a.m.	breakfast may be claimed
Trip begins at or before 11 a.m.	Lunch may be claimed
Trip begins at or before 5 p.m.	dinner may be claimed

- b. On the fractional day of travel at the end of a trip of more than 24 hours:

Trips ends at or after 8 a.m.	breakfast may be claimed
Trip ends at or after 2 p.m.	lunch may be claimed
Trip ends at or after 7 p.m.	dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

- c. For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am	Breakfast may be claimed
--	--------------------------

Travel begins at or before 4 p.m. and ends at or after 7pm	Dinner may be claimed
---	-----------------------

If the trip extends overnight, receipted lodging may be claimed.

No lunch or incidentals may be claimed on a trip of less than 24 hours.

- B. **Lodging** - All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

- 1. Regular State Business Travel:

- a. Statewide, in all locations not listed in b. and c. below, for receipted lodging while on travel status to conduct State business.

with a lodging receipt; Actual lodging up to \$84 plus applicable taxes.

- b. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego.

with a lodging receipt; Actual lodging up to \$110 plus applicable taxes.

- c. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus applicable taxes.

- 2. **State Sponsored Conferences or Conventions:** For receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt: Actual lodging up to \$110 plus applicable taxes.

3. **Non-State Sponsored Conferences or Conventions:** for receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with lodging receipt: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from DPA. DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within 50 miles of his/her home or headquarters.

- C. **Long-term Travel:** Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. **Full Long-term Travel:** In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
  2. The employee continues to maintain a permanent residence at the primary headquarters, and
  3. The permanent residence is occupied by the employee's dependents, or
  4. The permanent residence is maintained at a net expense to the employee exceeding \$200 per month. The employee on full long-term travel who is living at the long-term location may claim either.
    - a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas, and electricity, up to a maximum of \$1130 per calendar month while on the long-term assignment, and actual expenses up to \$10.00 for meals and incidentals, for each period of 12 to 24 hours and up to \$5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or
    - b. Long-term subsistence rates of \$24.00 for actual meals and incidentals and \$24.00 for receipted lodging for travel of 12 hours up to 24 hours; either \$24.00 for actual meals or \$24.00 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
5. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12.00 for actual meals and incidentals and \$12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either \$12.00 for actual meals or \$12.00 for receipted lodging for travel less than 12 hours at the long-term location.



- D. **Out-of-state Travel:** For short term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will not limit reimbursement to meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of long-term Travel above.
- E. **Out-of Country Travel:** For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Area, Section 925, U.S. Department of State Standardized Regulations and the meal/incidentals breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long –term Out of Country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by DPA.

Subsistence shall be paid in accordance with procedures prescribed by the Department Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

- F. **Transportation.** Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each state agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

#### 1. **Mileage Reimbursement**

- a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed 34 cents per mile. Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
  - b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.
2. **Specialized Vehicles** – Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim from 34 up to 37 cents per mile, with certification. Supervisors who approve claims pursuant to this Subsection have the responsibility of determining the need for the use of such vehicles.

3. **Private Aircraft Mileage** – When the employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.
  4. **Mileage to/from a common carrier** -- When the employee's use of a privately owned vehicle is authorized for to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double, the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.
- G. **Receipts.** Receipts or vouchers shall be submitted for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
  2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
  3. Telephone, telegraph, tax or other business charges related to business of \$5.00 or less.
  4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
  5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expenses shall not be allowed.
- H. **Moving and Relocation Expenses.** Whenever an employee is reasonably required by the State to change his or her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in Section 12.1, and in accordance with the existing requirements, timeframes, and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

## 12.2 Overtime Meals

### For All Departments Except CDC and CYA

An overtime meal allowance up to \$8.00 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an overtime meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and

work either two (2) consecutive hours prior to or (2) consecutive hours after the start or end of their regular work shift.

#### CDC AND CYA

- A. Overtime meal allowance are granted when an employee is required to work in excess of two (2) hours past their normal work day. If the employee is required to work for more extended periods of time, he/she may be allowed to gain an additional meal allowance for each additional six-hour period. No more than three (3) overtime meal allowances will be claimed during any 24-hour period. Overtime must be through the approved procedure.
- B. Unit 19 employees shall be provided an overtime meal ticket with the date of issue and time recorded on the meal ticket. For reimbursement purposes, the value of the first and third meal tickets issued during any 24-hour period shall be \$6.00 without receipts; and the value of the second meal ticket issued during overtime shall be \$3.00 without receipts. Employees issued meal tickets may receive reimbursement for the meal ticket by attaching the meal ticket to a State Form 262, Travel Expense Claim. Employees not issued meal tickets need only state on Form 262 what date and times they worked, the overtime and earned the overtime meals. The form must be submitted within ninety (90) calendar days of issuance using the date on the meal ticket.
- C. The State shall issue the meal ticket on the day in which it is earned.
- D. The value of the meal ticket at the institution's snack bar or dining room shall be established by management after consulting with AFSCME but will be sufficient to purchase a complete hot meal. This may be higher than the reimbursement figure contained in paragraph B. above.
- E. If an employee chooses to use the meal ticket at the employees' snack bar or dining room, the employee must use it within ninety (90) calendar days of issuance using the date on the meal ticket.
- F. If during the term of the Contract the rates for non-represented employees increase, the proportionate adjustments will be made to this provision for Unit 19.

### **12.3 License Renewal Fees**

- A. The State agrees to reimburse employees who are required by law to maintain a license or professional registration as a condition of State employment and where such license is issued by a State agency or the registration is issued by a State recognized professional organization for the actual cost of license renewal fees. If the employee is working less than full time, the license fee reimbursement shall be prorated.

B. The following classes shall be covered by this provision:

---

CLASS

---

Pharmacist I

Pharmaceutical Consultant I, DHS

Pharmaceutical Consultant II, DHS

Inspector, Board of Pharmacy

Consulting Optometrist I, DHS

Consulting Optometrist II, DHS

Optometrist

Hearing Conservation Specialist

Audio & Speech Pathology Consultant

Audiologist I

Speech Pathologist I

Speech Pathologist II

Physical Therapist I

Physical Therapist I, Correctional Facility

Physical Therapist II

Physical Therapist II, Correctional Facility

Consultant in Physical Therapy for Physically Handicapped Children

Consultant in Occupational Therapy for Physically Handicapped Children

Senior Psychologist, Health Facility

Senior Psychologist, Health Facility, Specialist

Senior Psychologist, Correctional Facility

Senior Psychologist, Correctional Facility, Specialist

Psychology Internship Director

Psychology Internship Director, Correctional Facility

Psychologist, Health Facility, Clinical

Psychologist, Health Facility, Counseling

Psychologist, Health Facility, Educational

---

CLASS

---

Psychologist, Health Facility, Social  
Psychologist, Health Facility, Experimental  
Psychologist, Clinical, Correctional Facility  
Psychologist, State Personnel Board  
Consulting Psychologist  
Consulting Psychologist, Victims of Crime  
Staff Psychologist, Clinical Correctional Facility  
Staff Psychologist, Counseling, Correctional Facility  
Psychiatric Social Worker, Health Facility  
Psychiatric Social Worker, Health Facility, Hispanic  
Psychiatric Social Worker, Correctional Facility  
Clinical Dietitian  
Clinical Dietitian, Hispanic  
Clinical Dietitian, Correctional Facility  
Child Nutrition Consultant  
Public Health Nutrition Consultant I  
Public Health Nutrition Consultant II  
Public Health Nutrition Consultant III, Specialist  
Alcohol Treatment Counselor Veterans Home  
Occupational Therapist  
Occupational Therapist, Correctional Facility  
Occupational Therapist, DDS and DMH  
Occupational Therapist, Consultant  
Rehabilitation Therapist, State Hospitals (Occupational)  
Senior Occupational Therapist  
Senior Occupational Therapist, Correctional Facility

- C. When an employee is required to maintain registration in a National or State therapy association in order to supervise interns, employees in the following classes shall be reimbursed for the actual costs of the registration renewal fees. If the employee is working less than full time, the registration fee reimbursement shall be prorated.

---

CLASS

---

Rehabilitation Therapist, State Hospitals (Art)  
Rehabilitation Therapist, State Hospitals (Dance)  
Rehabilitation Therapist, State Hospitals (Music)  
Rehabilitation Therapist, State Hospitals (Recreational)  
Music Therapist  
Recreation Therapist  
Recreation Therapist, Correctional Facility  
Industrial Therapist

- D. When a Chaplain is required to pay annual denomination fees to maintain "good standing", the Chaplain may be reimbursed by the State for the actual cost of the denomination fees, not to exceed \$250. If the employee is working less than full time, the denomination fees reimbursement may be prorated.
- E. In the Department of Youth Authority and Department of Corrections, employees in the following classes possessing professional licensure, applicable to their profession, shall be reimbursed for the actual cost of the license renewal, as in (a) above:

---

CLASS

---

Staff Psychologist, Clinical, Correction Facility  
Senior Psychologist, Correctional Facility  
Senior Psychologist, Correctional Facility, Specialist

- F. In the Department of Rehabilitation, employees in the classification of Vocational Psychologist who possess a professional psychologist licensure shall be reimbursed for the actual cost of license renewal, as in A. above.

## 12.4 Commercial Driver's License

- A. Each department will reimburse an employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s); or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or B commercial driver's license and any endorsement(s); or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification; or (4) the employee voluntarily and regularly drives, with authorization of the department, a vehicle for which either a Class A or Class B commercial driver's license including required endorsements, is required, provided:
  - 1. The employee requests and is authorized at least ten (10) work days in advance by his/her supervisor to take the examination;
  - 2. The employee has a valid, current medical certification acceptable to the Department of Motor Vehicles (DMV);
  - 3. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
- B. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
- C. The State will not pay any additional costs incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
- D. Reimbursement for commercial driver's license fees paid by an employee shall not exceed the actual cost of that portion of the fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular non-commercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.
- E. Release Time for Commercial Driver's License Examination
  - 1. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:
    - a. The examination is scheduled during the employee's scheduled work hours.
    - b. The examination does not interfere with operational needs of the department; and
    - c. The employee has a valid current medical certification, acceptable to DMV.  
If the DMV rejects the medical certification, provided by a department designated contractor physician or clinic, on the day the DMV commercial

driver's license examination is scheduled, the employee shall be granted reasonable release time for the subsequently scheduled DMV examination subject to the requirements scheduled above.

2. As soon as the employee knows the date of the test, he/she shall notify the department. The department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.

#### F. Medical Examination

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employee either receive his/her examination from a contractor physician or clinic, or are specifically authorized in advance to be examined by his/her personal physician, and authorized to be reimbursed for the cost upon presenting a voucher from the examining physician.

The State will pay the cost of a referral determined necessary by the examining physician. The cost of the first examination and the examination resulting from the referral will be considered as one.

2. The State will pay the cost of a second medical examination (and a necessary referral) not to exceed the cost of the first medical examination provided that:
  - a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
  - b. A second medical examination is authorized and conducted; and
  - c. The second medical certification is accepted by DMV.

The State will not reimburse the employee for a second medical that sustains the results of the first. In this case and for any further medical examinations, cost for medical re-examination shall be the responsibility of the affected employee.

#### G. Training

1. The State agrees to reimburse bargaining unit employees for expenses incurred as a result of attending job-required courses as authorized by the department. Such reimbursement shall be limited to tuition and/or registration fees, cost of course-required books, transportation or mileage expenses, toll and parking fees, and lodging and subsistence expenses.
2. Reimbursement for the above expenses shall be in accordance with existing Administrative Code sections except as otherwise provided in this MOU. When training occurs during normal working hours, the employee shall receive his/her regular salary.
3. The State shall reimburse bargaining unit employees for departmentally approved expenses incurred as a result of attending authorized job-related or career-related training or education in accordance with DPA rules.



4. Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements, because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the DMV covering the commercial driver's license examination.
- H. If an employee in category (3) or (4) above, fails to pass the required test(s), his/her employment status shall in no way be affected, except that he/she shall not be allowed or required to drive a vehicle for which a commercial driver's license is necessary.
- I. For employees in category (3) or (4) above, the possession of a Class A or Class B endorsement shall not result in the employee being required to drive, on a routine or regular basis, for any purposes which are not integrally related to the employee's professional duties.

### **12.5 Activity Supplies**

No Bargaining Unit 19 employee shall be asked to advance their own money to pay for client/resident activity supplies or other items needed to perform their jobs.

### **12.6 Special Events and Planned Program Activities**

Unit 19 employee's who are authorized to accompany clients on planned program activities, shall be reimbursed for work related expenses (parking, entrance fees, etc.). If an employee requests at least then (10) working days in advance of the activity, the State shall provide a cash advance to cover the expected costs of expenses incurred for those special events. The employee shall be responsible to submit his/her work-related expensed for verification in a timely manner.

## **ARTICLE 13 - HEALTH AND SAFETY**

### **13.1 Health And Safety**

- A. The State shall attempt to provide a safe and healthy work place for State employees. The Union agrees that it shares responsibility for this effort, as do State employees.
- B. Recognizing this responsibility, the parties agree that Union/Management Health and Safety Committees are appropriate in many areas of State employment. At the Union's request, each department shall establish at least one Union/Management Health and Safety Committee. Additional Union/Management Health and Safety Committees may be established as appropriate for the larger departments.
- C. The Union/Management Health and Safety Committees may consist of no more than three representatives designated by the Union. The State may appoint an equal number of State representatives.
- D. The Committee shall meet at least quarterly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.

- E. Employees appointed to serve on the Committee shall serve without loss of compensation.
- F. When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with his/her assigned duties. If the Union or the employee still believes the unsafe condition exists, the Union or the employee may file a grievance alleging a violation of this Section at Step 2 of the grievance procedure.
- G. To the extent permitted by law, all copies of employee occupational injury reports will be furnished to the appropriate Union/Management Safety Committee and remain confidential.

### **13.2 Protective Clothing**

When the State requires protective clothing to be worn, the State shall provide the protective clothing. "Protective clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employee's clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Agreement is State-owned or leased property which will be maintained as the State deems necessary. Damaged protective clothing due to the negligence of the employee shall be replaced by the employee at his/her expense. When protective clothing is provided, the employee shall wear the protective clothing in accordance with instructions provided by the State.

### **13.3 Employee Protections**

- A. The State agrees that, upon request of AFSCME, a special meeting of the Health and Safety Committee as provided under Section 13.1 will be held at each facility to review the safety procedures, equipment and materials relating to treating patients and clients with blood-borne diseases such as hepatitis or acquired immune deficiency syndrome.
- B. The State agrees that the Health and Safety Committee at each institution, hospital, facility or work site will review the public health procedures it utilizes in testing immunization, isolation and treatment for all wards, inmates, patients, clients or residents for the presence of other communicable diseases, such as tuberculosis, measles or mumps. The Health and Safety Committees may also discuss how Unit 19 employees may be advised of the presence of communicable diseases at the institution, hospital or facility, or work site.
- C. The State agrees that in the event an employee is exposed to, or put at risk for contracting a communicable disease in the performance of his/her duties, the State will address the issues in accordance to departmental policies and procedures.

### **13.4 Personal Alarm Systems**

- A. Recognizing the importance of employee safety, the Departments of Mental Health, Developmental Services, Corrections and Youth Authority will inform the Union annually as to the current systems in effect and progress in implementing systems where none currently exist.
- B. The Health and Safety Committee at each facility in the Department of Mental Health shall explore the need for emergency communication systems in patient areas not served by personal alarms, such as, but not limited to, patios, courtyards, stairwells and corridors.

### **13.5 Replacement Of Damaged Personal Clothing and/or Articles**

- A. An employee shall exercise reasonable choice in and care of their personal clothing and/or articles when attending to their assigned duties and responsibilities.
- B. When an employee's personal clothing and/or articles, which are necessarily worn or used by the employee and required for work performed are damaged by wards, inmates, residents, or clients who are under the control of the State, so that said clothing and/or articles are unacceptable for public view, and the damage occurs through no wrongful act or neglect on the part of the employee, the State shall reimburse the employee for the clothing or article based on a reasonable fair market value of the item(s).
- C. In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the clothes are damaged beyond repair, the department may pay the actual value of these items. The value of these items shall be determined at the time of the damage.
- D. Damage due simply to normal wear during the course of work shall not be compensated by the State.

### **13.6 Smoke-Free Environment**

- A. To protect the health of its employees, the State agrees to develop a reasonable "No Smoking" policy consistent with the Governor's Executive Order W-42-93, limiting smoking in all State buildings.
- B. Alleged violations of no-smoking policies shall be appealed through the formal complaint procedure and/or referred to appropriate Health and Safety Committees for resolution.

### **13.7 Workplace Violence Prevention**

- A. In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement "Workplace Violence Prevention" policies and program.
- B. The State agrees to develop a model Workplace Violence Prevention Program and make the program available to all departments.

- C. The State agrees to provide training and procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

### **13.8 Environmental and Ergonomic Health and Safety**

- A. The State agrees that it shall make a reasonable effort to assign Unit 19 employees to work sites with proper ventilation, lighting, heat and air conditioning. The Union recognizes that in some circumstances this may not be feasible, and agrees to work with the State on reasonable alternative measures during these circumstances.
- B. Upon request the State shall provide instruction in the proper operation and adjustment of computer and workstation equipment. Both parties will encourage employees to properly use computer equipment. Upon request, the State shall provide a copy of the Computer User's Handbook.
- C. On an individual case by case basis, as deemed necessary, the State shall take action to make equipment available to an employee who uses a computer. Such equipment may include but not be limited to:
  - 1. Glare screens
  - 2. Document holders
  - 3. Adjustable keyboard, computer tables and supports
  - 4. Foot rests and wrist rests
  - 5. Telephone headsets
  - 6. Keyboards for laptop users
  - 7. Wheeled accoutrements
- D. The Department of Social Services agrees to establish a joint Labor/Management Committee to specifically address the issue of reducing the weight of equipment/material being carried by its Licensing Program Analysts. The committee will consist of two (2) members selected by the Union and two (2) members selected by the Department. The Union representatives shall serve without loss of compensation. This group shall develop and plan the implementation of the methods by which the equipment/material being carried results in an effective weight reduction.

The creation of this committee, development of the plan, and its implementation shall be completed within one hundred twenty (120) calendar days for ratification of the Agreement. Upon mutual agreement of this committee, these timelines may be extended.

During the one hundred twenty (120) calendar day period, an employee who feels he/she is unable to carry the requisite equipment may request a limited duty assignment. Requests are to be processed through the Department's established limited duty policy/procedures. With acceptable medical substantiation, the limited duty assignment shall be approved and may be extended until the employee is either medically released from the weight restrict, is granted a formal reasonable accommodation or the department implements the plan.

## **ARTICLE 14 – EDUCATION AND TRAINING**

### **14.1 Professional Education And Training**

- A. It is the intent of this Article to provide for the fair and equitable approval and/or disapproval of Unit 19 non-mandatory training requests to the extent it is practical and within available training resources.
- B. Professional education/training is designed to increase an employee's professional growth and job-related development; to maintain or obtain required professional licensure, certification or registration; to maintain good standing for chaplains; or to increase an employee's job proficiency. This training is not otherwise required by the department under mandatory training.
- C. The State shall encourage such professional education/training by authorizing up to five (5) days per fiscal year without loss of compensation for professional education and training (see also L. below). This professional education and training must be approved in advance by the department head or designee. Such time shall not be accumulated beyond the fiscal year.
- D. The State shall consider requests for out-of-state travel for training purposes by Unit 19 employees. All out-of-state travel for training purposes must be approved pursuant to Government Code Sections 11032 and 11033.
- E. Employees may request reimbursement for tuition and/or registration fees, cost of course-related books, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for training authorized under this Article.
- F. Within available resources, the State shall endeavor to provide in-service training for continuing education (CEU) and other education and training necessary to maintain a State job-related license, registration or credential.
- G. Approval for out-service training may be denied if the same or similar accredited training is available through in-service training.
- H. Employees attending training under this Article shall remain on active payroll status. All benefits accruing under the provisions of this Agreement shall continue during attendance at such training.
- I. All education and training requests for time and/or reimbursement should be submitted in writing and written departmental approval or reasons for denial shall be provided to the employee within ten (10) work days of a request for time only and twenty (20) work days for a reimbursement request.
- J. When an employee's request for training is denied, the State will give consideration to this fact when reviewing the employee's next request for training. In any case this provision shall not decrease current practice.
- K. The State will consider professional growth and development needs when determining training monies for non-required training. Upon request, the appointing authority shall make available, where feasible, to the Union information on training policies, practices, procedures for requesting, and status of current training funds.

- L. Nothing in this article shall prevent the State from granting requests in excess of the above minimums or requests for items not herein addressed.

## 14.2 Continuing Education

- A. Full-time employees in the classifications listed below will be entitled to paid educational leave to obtain continuing education units. The leave time can be taken at the employee's discretion subject to the operational need of the department and reasonable advance notice. In-service training for which CEU credit is provided may be counted at the State's option towards the educational leave. This leave is non-cumulative. Part-time employees will receive a prorated leave according to the employee's time base.

CLASS	Credit Hours per licensing period
Pharmacist I	30
Inspector, Board of Pharmacy	30
Pharmaceutical Consultant I, DHS	30
Pharmaceutical Consultant II, (Specialist) DHS	30
Clinical Dietitian	30
Alcohol Treatment Counselor, Veterans Home	30
Child Nutrition Consultant	30
Public Health Nutrition Consultant(I, II, and III)	30
Consulting Psychologist,	36
Consulting Psychologist, Victims of Crime	36
Psychologist (Clinical)	36
Psychologist (Clinical – Correctional Facility)	36
Psychologist (Educational)	36
Psychologist (Health Facility – Clinical)	36
Psychologist (Health Facility – Counseling)	36
Psychologist (Health Facility -- Educational)	36
Psychologist (Health Facility – Experimental)	36
Psychologist (Health Facility – Social)	36
Psychologist, State Personnel Board	36
Psychology Internship Director	36

<b>CLASS</b>	<b>Credit Hours per licensing period</b>
Psychology Internship Director (Correctional Facility)	36
Senior Psychologist	36
Senior Psychologist (Correctional Facility)	36
Senior Psychologist (Health Facility – Specialist)	36
Senior Psychologist (Correctional Facility – Specialist)	36
Staff Psychologist (Clinical)	36
Staff Psychologist (Clinical – Correctional Facility)	36
Psychiatric Social Worker	36
Psychiatric Social Worker (Correctional Facility)	36
Psychiatric Social Worker (Health Facility)	36
Psychiatric Social Worker (Health Facility, Hispanic)	36
Occupational Therapist (All Classes)	24
Occupational Therapist (Correctional Facility)	24
Occupational Therapist (DMH and DDS)	24
Occupational Therapist (Consultant)	24
Rehabilitation Therapist, State Hospitals (Occupational)	24
Senior Occupational Therapist	24
Senior Occupational Therapist (Correctional Facility)	24
Audiologist I	36
Audiologist I, DMH and DDS	36
Speech Pathologist I	36
Speech Pathologist II	36
Vocational Psychologist	72

- B. This Section may be modified during the life of this Contract to reflect changes in licensing requirements if mutually agreed to by the parties. Any such changes shall be incorporated into this Contract.

### **14.3 Career Development**

At the request of the employee, the State may approve a program to involve employee participation in a formal educational curriculum for credential, certification or advanced degree when the employee would otherwise be scheduled to work up to twenty (20) hours per week without loss of compensation.

This program shall be limited to a formal educational curriculum for a credential, certification or advanced degree that benefits the State in classifications that are difficult to hire and retain at either a specified work location or throughout the classification. Once the participating employee has successfully completed the formal education curriculum, he/she shall be appointed to a position in the targeted classification, upon establishing eligibility for appointment.

An employee who is approved to participate in this program shall commit to work for the sponsoring department in the new classification for a period of time, at least as long as the State's commitment of time.

## **ARTICLE 15 – PERSONNEL ACTIVITIES**

### **15.1 Adverse Action**

- A. The State and Union agree that the cause or causes for an adverse action taken by management, the notice to an employee affected by an adverse action, and the affected employee's appeal rights shall conform to the statutes governing adverse actions.
- B. Adverse actions and alleged violations of notice and due process rights shall not be grievable under the grievance procedure contained in Article 5 of this Agreement, but shall be appealed to the State Personnel Board through the procedure specified by the Personnel Board.
- C. An adverse action, other than termination, may be retained in an employee's official personnel file for up to three (3) years unless a shorter duration is stipulated by agreement. This does not apply to actions which have occurred during the intervening three (3) years.

### **15.2 Disciplinary Representation**

- A. Upon request, an employee may be accompanied by a Union representative at a meeting with his/her superiors held with a significant purpose to investigate facts to support adverse action pursuant to Robinson v. State Personnel Board, the U.S. Supreme Court case in NLRB v. Weingarten, and final cases interpreting these decisions. The Union will provide a representative within a reasonable time, based on the circumstances of the meeting. "Adverse action" shall be defined as dismissal, demotion, reduction of pay, suspension without pay, or adverse action as defined by the State Personnel Board.



### **15.3 Out Of Class**

- A. Notwithstanding Government Code Sections 905.2, 19818.8, 19818.6, and 19823, an employee may be required to perform work other than that described in the specification for his/her classification for up to 120 consecutive calendar days during any 12 month period. An employee may be assigned to work out of class for more than 120 consecutive days only with the approval of the Department of Personnel Administration (DPA). Out-of-class work is defined as, more than 50 percent of the time, performing the full range of duties and responsibilities allocated to an existing class and not allocated to the class in which the person has a current, legal appointment.
- B. If a department head or designee requires an employee to work in a higher classification for more than two consecutive weeks, the employee shall receive the rate of pay, pursuant to the Department of Personnel Administration Regulation 599.673, 599.674 or 599.676, the employee would have received if appointed to the higher class for the entire duration of the assignment. The out of class compensation shall not be considered as part of the base pay in computing the promotional step in the higher class. Compensation for out-of-class work shall not exceed one year.
- C. If an employee believes that he/she has been assigned out-of-class duties, he/she may file an out-of-class grievance within thirty (30) days of the out-of-class assignments completion.
- D. No employee may be compensated for more than one (1) year of out-of-class work for any single approved out-of-class assignment.
- E. The State shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of an out-of-class compensation.
- F. If any dispute arises about out-of-class work or other allegation of performing duties not assigned to an employee's class, the employee or group of employees shall seek a review of the dispute by filing a contract grievance. The decision reached by DPA at Step 4 of the grievance procedures shall be final and binding upon the parties and the Union and shall be appealable to Superior Court pursuant to Code of Civil Procedures Section 1286.2 only. Out-of-class claims shall not be filed with the Board of Control. A grievance granted under this Article shall not be compensated retroactively for a period greater than one (1) year preceding the filing of the grievance.

### **15.4 Classification Changes**

- A. When the State desires to establish a new classification or modify an existing classification, or eliminate one that is in Bargaining Unit 19, the State shall notify AFSCME in writing at least thirty (30) calendar days prior to the State's requesting State Personnel Board (SPB) action.
- B. If AFSCME requests within seven (7) calendar days of the notice, the State shall meet with AFSCME to discuss the proposed class specification. If AFSCME does not respond to the classification notice, the classification proposal shall be deemed agreeable to AFSCME and placed on the SPB's consent calendar.

- C. The State shall meet and confer, if requested, within seven (7) calendar days from the date SPB approved the classification change, regarding only the compensation provisions of the classification.
- D. Neither the classification nor the salary shall be subject to the grievance and arbitration procedure in Article 5.

### **15.5 Unit Assignment Of New Classifications**

At such time that the State Personnel Board creates a new civil service class in State employment, the State shall mail a notice to the Union of the unit assignment, if any, of such class. The Union shall have thirty (30) calendar days after mailing of such notice to protest the State's unit assignment. If the Union elects to protest, the State shall meet and confer with the Union in an effort to reach agreement on the unit assignment for the class. If the parties are unable to reach agreement, the dispute shall be submitted to PERB for resolution. If the Union does not protest the unit assignment within the thirty (30) day notice period, the unit assignment of the new class shall be deemed agreeable to the parties and PERB shall be so advised.

### **15.6 Incompatible Activities**

- A. A State officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a State officer or employee or with the duties, functions or responsibilities of his or her appointing power or the agency by which he or she is employed.

Each appointing power shall determine, subject to approval of the department, those activities which, for employees under his or her jurisdiction, are inconsistent, incompatible or in conflict with their duties as State officers or employees.

Consideration shall be given to employment, activity or enterprise which: (a) involves the use for private gain or advantage of State time, facilities, equipment and supplies; or the badge, uniform, prestige or influence of one's State office or employment, or (b) involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the State for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the regular course or hours of his or her State employment or as a part of his or her duties as a State officer or employee, or (c) involves the performance of an act in other than his or her capacity as a State officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by such officer or employee or the agency by which he or she is employed, or (d) involves such time demands as would render performance of his or her duties as a State officer or employee less efficient.

Each State officer and employee shall, during his or her hours of duty as a State officer or employee and subject to such other laws, rules or regulations as pertain thereto, devote his or her full time, attention and efforts to his or her State office or employment.

The department may adopt rules governing the application of this section. Such rules may include provision for notice to employees prior to the determination of proscribed activities and for appeal by employees from such a determination and from its application to an employee.

- B. Thirty (30) days prior to adoption, the State will notify the Union and affected employees of changes to existing incompatible activity Statements, if such changes impact on Unit 19 members. Upon request, the State agrees to meet with AFSCME to discuss these changes.
- C. The Union recognizes that the determination of incompatible activities is a matter of public policy and that disputes over the application of the incompatible activities Statement may only be grieved up to the third step of the grievance procedure which shall be the final level of review.

### **15.7 Performance Appraisal**

The performance appraisal system of each department shall include annual written performance appraisals for employees. Such performance appraisals shall be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. When a performance appraisal results in any "improvement needed" rating, the employee may grieve the evaluation up to and including the third step of the grievance procedure.

### **15.8 Official Departmental Personnel File**

- A. An employee's official departmental personnel file shall be maintained for Unit 19 employees at a location identified by each department head or designee. Personnel files shall be maintained in a confidential manner. Access to personnel files shall only be in the course of official business.
- B. An employee or his/her representative, if properly authorized by the employee, may review his/her personnel file during regular personnel office hours with appropriate prior notice. An employee may be excused, at the discretion of his/her supervisor, for a reasonable period of time to review his/her official personnel file. The official personnel file may not be removed from the personnel office unless approved by the department head or designee.
- C. Where the official personnel file is in a location remote from the employee's work location, arrangements may be made to have a copy of the file sent, which may be at the employee's expense, to a location specified in writing by the employee.
- D. Copies of written reprimands or memoranda pertaining to an employee's performance which are to be placed in the employee's personnel file shall be given to the employee at or near the time of placement, or if the employee is not available, shall be mailed to the employee's last known home address.
- E. The State shall provide an opportunity for the employee to respond in writing to any information which is in the employee's personnel file about which he/she disagrees. Such responses shall become a part of the employee's personnel record so long as the initial article remains in the file. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent personnel record.
- F. This Section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

- G. Material included in the official personnel file shall be retained for the period of time as specified by each department, except that at the request of the employee, materials of a negative nature shall be purged after three (3) years. An adverse action, other than termination, may be retained in an employee's official personnel file for up to three (3) years unless a shorter duration is stipulated by agreement. This does not apply to actions which have occurred during the intervening three year period.

## **15.9 Transfers**

- A. The parties recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Voluntary Transfer to a position at another location within his/her department. Current employees who have applied for transfer to a vacant position in their class shall be considered before hiring a new employee. In the event this consideration does not result in a successful voluntary transfer for the current employee, a written explanation of the reason(s) for the denial of the transfer request must be provided to him/her.
- B. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 5 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his/her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.
- C. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

## **15.10 Reasonable Accommodation**

- A. In accordance with the Americans with Disabilities Act and State Personnel Board (SPB) policy, the State agrees to make reasonable accommodation upon request for the known physical and/or mental limitations of an otherwise qualified employee with a disability. Such efforts shall include the types of reasonable accommodation specified by the SPB and the Americans with Disabilities Act.
- B. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 5 of this Agreement. An employee may file a complaint through the SPB appeal procedure when the Reasonable Accommodation is denied or when an effective accommodation has not been provided.
- C. The State recognizes the rights of employees regarding reasonable accommodation. In recognition of these rights, copies of departmental Reasonable Accommodation policies and SPB Appeal procedures, if available, regarding reasonable accommodation shall be made available by the State for Unit 19 employees at each worksite.

### **15.11 Licensing**

- A. A Unit 19 employee required to obtain a license as a condition of employment and participate in the oral and written examinations administered during the employee's regularly scheduled work hours shall have the option of using vacation, CTO, holiday credit or dock on the day of the scheduled examination. Current policies for requesting time off shall be followed.
- B. The employee will be allowed to request actual time up to eight hours of personal time for purposes of taking the written exam and up to eight hours of personal time for taking the oral exam. The employee's time will be restored if the written and oral are successfully completed on the initial (first) attempt.
- C. In the event the employee is not successful at the initial (first) attempt of the written portion of the exam, the employee will not be eligible for restoration of time taken.
- D. It is the intent of the State to work out an agreement with appropriate licensing boards to provide for timely verification of licensing renewal by Unit 19 employees. This issue shall be referred to the Labor/Management Committee for resolution. It shall be the responsibility of each employee to ensure that he/she maintains a valid and current license. This means that it is the employee's responsibility to assure that a renewal is submitted far enough in advance so that management can be reasonably assured employees are working with a valid license. Until the State has worked out an agreement with the appropriate licensing boards to provide timely verification of appropriate license renewal, the State shall accept a copy of a check or-money order which the employee States was mailed to the appropriate licensing board.

### **15.12 Training Records**

The State and the Union agree that it is the shared responsibility of the departments and employees to maintain records of training provided by the State.

Upon request, Departments shall provide an employee with written verification or certification of completion for any in-house training courses successfully completed by the employee. The request shall be made prior to or during participation in the course.

### **15.13 Incidental Work Activities**

When Bargaining Unit 19 employees are assigned duties other than those typical of their classification, and when the assignment of those duties interferes with the employees ability to perform the primary duties of their classification, the time taken to perform the additional duties shall be taken into consideration when assessing the employees ability to perform the duties associated with their primary workload. When an employee is granted such consideration under this section the employee shall not be subjected to a negative performance appraisal or other personnel action because of this assignment.

## ARTICLE 16 - LAYOFF AND DISPLACEMENT

### 16.1 Layoff and Reemployment

- A. **Application.** Whenever it is necessary because of lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "employees") in any State agency, the State may lay off employees pursuant to this Article.
- B. **Order of Layoff.** Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board rules. Government Code Section 19997.3(b) shall not be used in the layoff process.
- C. **Notice.** Employees compensated on a monthly basis shall be notified 30 calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of mailing of the notice. Notice of the layoff shall be sent to AFSCME.
- D. **Transfer or Demotion in Lieu of Layoff.** The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable State Personnel Board rules. If an employee refuses a transfer or demotion, the employee shall be laid off.
- E. **Reemployment.** In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from departmental or subdivisional reemployment lists in accordance with Section 19056 of the Government Code.
- F. **State Service Credit for Layoff Purposes.** In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven consecutive working days falls between two consecutive qualifying pay periods, the second pay period shall be disqualified.
- G. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code Section 19997.14. The hearing officer's decision shall be final and upon its issuance the Department of Personnel Administration (DPA) shall adopt the hearing officer's decision as its own. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code Section 19815.8, DPA, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

## **16.2 Alternatives to Layoff**

- A. The State may reduce the number of hours an employee works as an alternative to layoff. Prior to any implementation of such alternative, the State will notice and meet and confer with the Union to gain its concurrence on the usage of this alternative.
- B. The State shall endeavor to provide voluntary reduced work time and job sharing opportunities, to permit voluntary unpaid leaves of absence, to utilize a statewide area of layoff, to encourage voluntary transfers in lieu of layoff, to integrate part-time employees into the full-time employee layoff lists, and to establish a State restriction of appointments program.
- C. Employees who have had their hours of work reduced pursuant to this Section shall receive a proportionate reduction in salary, retirement credits, sick leave accrual, vacation leave accrual, holiday pay and seniority. Employees shall continue to receive the full State contribution to health, dental and vision plans as provided in Sections 10.1 of this Agreement.

## **16.3 Displacement**

In the event the State employer decides to contract work outside of civil service, it will do so in accordance with SPB guidelines. If the decision to contract out would displace any Unit 19 employee(s), the Union will be notified. If requested, the State employer will meet and confer over the impact of contracting out on terms and conditions of employment.

# **ARTICLE 17 – MISCELLANEOUS**

## **17.1 Rehabilitation Production Goals**

- A. AFSCME shall be notified prior to the Department of Rehabilitation establishing new Statewide production goals or substantially modifying existing goals for Vocational Rehabilitation Counselors or Vocational Psychologists. The Department, at the request of the Union, shall meet and discuss the implementation of such goals. The Department will give full consideration to ideas, concerns and proposals made by AFSCME.
- B. AFSCME recognizes the Department's right to evaluate counselor performance and the evaluation method.
- C. AFSCME and the Department of Rehabilitation acknowledge that each supervisor shall meet with each of his/her counselors to establish a reasonable goal expectation each year. Such a meeting will consider but not be limited to the following factors: type of caseload, local economic conditions, availability of resources, and referral sources for the counselor and supervisor to project a reasonable goal expectation. A projected goal expectation shall not be considered a performance standard.

## 17.2 Rental And Utility Rates

This Rental and Utility Rates Agreement includes all State departments.

- A. Effective September 14, 2001, and annually for the duration of the Agreement, each department may raise rental rates by a maximum of twenty-five percent (25%) of the rates in effect the effective date of this Agreement, until such rates reach fair market value.
- B. Effective the date of this Agreement, each department may raise utility rates by a maximum of five percent (5%), and annually thereafter, each department may raise utility rates not to exceed eight percent (8%) of the rates in effect.
- C. When an employee vacates State-owned housing, the State may raise rents for such housing up to the fair market value.
- D. The rental of State housing shall not ordinarily be a condition of employment. In any instance where the rental of State housing is made a condition of employment, the employee shall be charged ten percent (10%) less than the regular rate of rent. Chaplains who live on grounds shall receive the ten percent (10%) rent reduction.
- E. Employees currently occupying State housing that have a legally binding lease with a fixed rental rate, will not have their rents or utility charges adjusted until allowed under the lease.
- F. An employee who rents State housing may cash out accrued CTO up to a net amount equivalent to that month's rent and utility charges.
- G. Nothing in this Agreement shall supersede any rights that may otherwise be guaranteed to employees under applicable tenant laws or applicable OSHA standards when employees are required to reside in State housing as a condition of employment.
- H. Employee-tenants who have a complaint about the condition of the dwelling they rent may file a Housing Grievance through the following process.
  - 1. Step 1
    - a. The complaint shall be reduced to writing on a form provided by the State and submitted to the Chief of Plant Operations (CPO). Within fourteen (14) calendar days, the CPO or designee will investigate and respond to the matter in writing.
    - b. If the tenant is not satisfied with the decision rendered at the first step, he/she may appeal the decision to the appointing authority or designee within fourteen (14) calendar days.
  - 2. Step 2
    - a. The appointing authority or designee will make an effort to meet with the grievant to review the matter and will respond to the matter in writing within twenty-one (21) calendar days.



- b. If the tenant is not satisfied with the decision rendered at the second step, he/she may appeal the decision to the department director within twenty-one (21) calendar days.

3. Step 3

- a. The department director or designee will review and respond to the matter within thirty (30) calendar days.
- b. If the tenant is not satisfied with the decision rendered at the third step, he/she may appeal the decision to the Director of the Department of Personnel Administration within thirty (30) calendar days.

4. Step 4

The Director of the Department of Personnel Administration will review the decision rendered by the department and respond in writing to the grievant or his/her designated representative within thirty (30) calendar days.

- I. The employee retains all rights to representation pursuant to the Ralph C. Dills Act throughout this process.
- J. Employees must be notified no less than thirty (30) days prior to any rent or utility rate increases.
- K. With the exception of provisions G. and H. above, all provisions of this Agreement are subject to the grievance and arbitration procedures as stated in the Agreement between AFSCME and the State for Bargaining Unit 19.
- L. A copy of this Rental and Utility Rates Agreement shall be attached to the lease or rental agreement entered into by the employee and the department.

Where an employee pays for a utility directly to the utility company, the State will not also levy an additional charge for use of that utility.

### **17.3 Transportation Incentives And Parking Rates**

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
- B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of \$65 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

- C. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of \$65 per month. In lieu of the van pool rider reimbursement, the State shall provide \$100 per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary van pool drivers. This shall not be considered compensation for purpose of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- D. For the term of this Agreement, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than twenty-five dollars (\$25) per month above the current rate charged to employees in the specific locations where they park. Congested urban areas include Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared for rates for covered parking.
- E. The State shall continue providing a system to employees where parking fees may be paid with pre-tax dollars.
- F. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, telecommuting programs and incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

#### **17.4 Drug Testing Of Commercial Driver License Holders**

The Department of Personnel Administration policy in effect on November 1, 1996 shall cover Unit 19 employees as well. The State shall notify all affected Unit 19 employees of the application of the policy, and provide each with a copy of it.

- A. The policy shall go into effect in Unit 19 thirty (30) days after all affected Unit 19 employees have been given a copy of it.
- B. If an affected FLSA covered Unit 19 employee is held after his or her shift for a drug test, all time the employee is held shall be considered work time, and shall be subject to overtime compensation in accordance with the Unit 19 MOU and the Fair Labor Standards Act.
- C. If the DPA policy is amended, the State shall provide a copy of it to all affected Unit 19 employees within thirty (30) days of the change.

- D. In the event of a change in the applicable laws that requires significant revision or amendment of the DPA policy, the State shall notify AFSCME of the change, and meet with the Union regarding the change and the impact on Unit 19 employees.

### **17.5 Labor/Management Committees - Licensing Program Analyst**

- A. The Department of Social Services agrees to establish a new Labor/Management Committee to examine operational procedures that impact Child Care and Residential licensing program areas within the Community Care Licensing Division.
- B. The committee will make recommendations and will submit a written report to the Deputy Director.
- C. This committee will meet within six months of the approval of this contract and continue to meet at least quarterly until the project is completed. All staff serving on the committee will serve without loss of compensation.
- D. The Department of Social Services will establish a labor-management committee to study the ergonomic issues and safety issues and other problem areas associated with the use of lap top computers and other equipment. The committee will examine procedures and make recommendations for improvements and changes in procedures.
- E. The committee will meet at least quarterly and will make a written recommendation to the Department. Union members serving on the committee will not lose any compensation as a result of serving on this committee.

### **17.6 Professional Association Dues**

- A. The State agrees to reimburse employees in the following Pharmacist classifications for their membership in recognized professional associations up to a maximum of \$100.00 annually.

Pharmacist I

Pharmaceutical Consultant I

Pharmaceutical Consultant II

Inspector, Board of Pharmacy

Pharmacist I in DMH Safety Category

- B. For all other BU 19 employees, a department may reimburse up to a maximum of \$100.00 annually for a recognized professional association.

### **17.7 Chaplains' Required Denominational Conventions**

- A. Chaplains shall be reimbursed for the actual cost of required denominational conventions, up to a maximum of \$200.00 annually, plus associated per diem and travel expenses, consistent with the provisions of the Business and Travel rules and Article 12.1 of this MOU, when attendance at such conventions is required to maintain "good standing" in that Chaplain's denomination or faith group.

### **17.8 Union-Management Committee On State Payroll System**

- A. The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, design of and transition to a biweekly pay system, hourly rates of pay, changes in earnings statements, and direct deposit of employee's pay.
- B. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the Department of Personnel Administration shall designate a chairperson of the committee.
- C. The Union may have one representative who shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

### **17.9 Requests For Reinstatement After AWOL Separation**

- A. An employee may be separated pursuant to California Government Code Section 19996.2 (the AWOL statute) if he/she is absent for five consecutive work days without leave to be absent. An employee separated pursuant to the AWOL statute shall be afforded an opportunity for a Coleman hearing by his/her appointing power within five (5) working days after notice of the separation.
- B. Appeals from an AWOL separation shall be handled through the grievance and arbitration procedure of this collective bargaining agreement.
- C. If a request for reinstatement goes to an arbitration hearing, the arbitrator shall decide the following: (1) whether the employee was absent for five consecutive work days; (2), whether that absence was without leave, i.e., without the permission of the employee's appointing power to be absent; (3) whether the employee has a satisfactory explanation for his/her absence; (4) whether the employee has a satisfactory explanation for failing to obtain leave; and (5) whether the employee is ready, willing, and able to return to work, and/or, if not, whether the employee has leave from his/her appointing power to be absent.
- D. The arbitrator may order reinstatement only if the employee establishes satisfactory reasons for the absence and the failure to obtain leave and if the employee is ready, willing, and able to return to work or has leave to be absent.
- E. If the AWOL statute was applied properly by the appointing power, and the employee is reinstated, the employee shall receive no back pay for the period of his/her absence.

- F. If the AWOL statute was improperly applied by the appointing power, the arbitrator may order the employee reinstated and may order back pay. From any such back pay award, there shall be deducted compensation that the employee earned during any period of absence. There shall be no back pay for any period when the employee was not ready, willing and able to return to work.

### **17.10 Administrative Procedures Act**

The Administrative Procedure Act (Chapter 3.5 [commencing with Section 11340] of Part 1 of Division 3) shall not apply to any agreements, orders, standards of general application, or any other directives or guidance entered into or issued by the department concerning matters that are within the scope of collective bargaining as defined by Section 3516. This section shall not in any way diminish the State's obligation to meet and confer with recognized employee organizations regarding matters within the scope of bargaining as defined by Section 3516.

### **17.11 Broadbanding**

- A. The State shall not establish a broadband class pursuant to Government Code Section 18523 without mutual agreement between the Department of Personnel Administration and the Union.
- B. Broadband classes are classifications with the same general title may be used to designate each position allocated to the class and which may include more than one level or more than one specialty area within the same general field or work. In addition to the minimum qualifications for each broadband class, other job related qualifications may be required for particular positions within the class. When a broadband class is established, these levels and specialty areas shall be described in the class specification, and any instances in which these levels and specialty areas are to be treated as separate classes for the purposes of applying other provisions of law.

### **17.12 Union Initiated Classification Discussions**

- A. The State and AFSCME agree to the continuation of the joint labor management committee for the Psychiatric Social Worker/Hospital Social Worker classifications.
- B. The State shall establish a joint labor management committee consisting of three (3) representatives from AFSCME and three (3) representatives from management to explore two (2) bargaining unit class specifications or specification series. AFSCME representatives on the committee shall serve without loss of compensation.

The State and AFSCME mutually agree the committee will focus solely on the class definition, typical tasks, and minimum qualifications of the class specification. The parties also agree the classification committee shall not be used as a forum for discussion of salary-related issues. AFSCME may initiate discussions on classifications to be addressed by the committee by providing to the State relevant data and justification that indicate changes may be needed in the specification or specification series.

The joint labor management committee shall complete one classification review prior to the commencement of a committee to address a subsequent classification review. It is the intent of the parties to complete the classification reviews prior to the expiration of this contract; however, the primary goal of each committee is to ensure the review undertaken results in an accurate classification specification.

The State and AFSCME recognize that classification proposals reflecting recommendations developed by the committee require approval by the Department of Personnel Administration and the State Personnel Board.

This section is not subject to the grievance and arbitration procedure of this agreement.

### **17.13 Union-Management Committee on Inspector, Board of Pharmacy Workplace and Workload**

- A. The State will establish a joint labor-management committee, consisting of three (3) representatives from AFSCME and three (3) representatives from management, including the Department of Consumer Affairs, to recommend ways to improve effective management of the Inspector, Board of Pharmacy workload.
- B. The Union members will serve without loss of compensation.
- C. The committee will begin meeting within six (6) months of this Agreement.

### **17.14 Medical Staff Membership**

- A. The parties recognize the provisions of Health and Safety Code Section 1316.5 as contained in Appendix A of the Agreement.
- B. Each appointing authority employing Psychologists shall provide to the union annually a copy of the medical staff by-laws in effect at each health facility.
- C. The provisions of this section and Appendix A shall not be grievable or arbitrable.

### **17.15 Administrative Representation in Board Complaints**

The State and AFSCME agree to enter into discussions to identify a process and develop a mechanism to request representation for Unit 19 employees who are or become subjects of professional licensing or registration board investigations generated by a complaint filed by or on behalf of an individual they have encountered in the normal course of the employee's duties.

### **17.16 Telecommute/Telework Program**

- A. Telework is defined as performing work one (1) or more days per pay period away for the work site to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.

- B. where operational consideration permit, a department shall establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.
- C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.
- D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.
- E. This section of the contract shall be grievable up the Department of Personnel Administration level.

## **Article 18 Contracting Out**

### **A. Purpose**

The union has presented evidence that State departments are presently contracting out work appropriately done by Unit 19 employees, and that said contracting results in unnecessary additional costs to the State. Thus, the purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by Unit 19 employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by state departments.

### **B. Policy Regarding Personal Services Contracts and Cost Savings**

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain Unit 19 employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide AFSCME's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in Unit 19 class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide AFSCME's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed (but no less than five (5) calendar days thereafter) provided the contract is or will be for services found in Unit 19\_ class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(2).
3. The purpose of this subsection (C) is to provide AFSCME with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with AFSCME for this purpose, if requested by AFSCME.

D. Labor/Management Committee To Review Personal Service Contracts In Existence

1. A State Joint labor/management committee shall be established. It shall consist of representatives of AFSCME, the Department of Personnel Administration, the Department of Finance and affected departments. The first meeting of this committee shall occur no later than 10 working days from ratification of the MOU, and shall be for purposes of determining the procedures by which the committee will operate. An initial review of all currently existing contracts as requested by the committee shall be completed within six (6) months from ratification of this agreement. However, if this deadline cannot be met due to the number or complexity of existing contracts for review, the committee may mutually agree to extend this deadline.



2. Upon request of the committee (or either party on the committee) each department shall submit copies of any or all personal services contracts that call for services found in Unit 19 class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than 21 calendar days following the request by the joint labor/management committee, or longer if approved by the committee. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in Unit 19 class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in Unit 19 classes. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the committee with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in Unit 19 class specifications. Costing information provided to the committee for protected contracts shall include total personnel costs for personnel services found in Unit 19 classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.
3. Within 10 workdays after receipt of the personal service contracts and associated documents as provided for in paragraph D(2) above, the committee shall begin reviewing the contracts. The committee shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the committee will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the committee. Committee determinations regarding contracts let by the Department of Corrections shall be subject to the restrictions set forth in subsection F below.
4. The committee will continue to meet as necessary to examine personal services contracts which have been let.
5. If savings are generated by the termination of personal service contracts under this provision, it is the intent of the State to implement findings of the committee for utilization of said savings. Such findings may include:
  - (a) Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of Unit 19 employees.
  - (b) Enabling the employment of Unit 19 employees for services currently performed by contractors;

- (c) Enabling of the conversion to Unit 19 civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the State Personnel Board.
- (d) Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives.
- (e) Such other purposes as may be mutually agreed upon by the joint labor/management committee.

#### E. Displacement Avoidance

1. The objective of this subsection is to ensure that Unit 19 employees have preference over contract employees consistent with, but not limited to the following principles.
  - (a) The duties at issue are consistent with the Unit 19 employee's classification;
  - (b) The Unit 19 employee is qualified to perform the job; and,
  - (c) There is no disruption in services.
2. To avoid or mitigate Unit 19 employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the joint labor/management committee that reviews personal services contracts determines that the terms and purpose of the contract permit the State to assign the work to a Unit 19 employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and AFSCME shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a Unit 19 employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with Section 12.1, subsection (H) of the parties' collective bargaining agreement.

#### F. Department of Corrections

1. This section shall not be applicable to the Department of Corrections until such time as it has been approved by the Federal court special master(s). Nothing in this section shall be interpreted or applied in such a manner as to interfere with Federal court orders, the authority of the Federal court or the authority of the special masters.

2. The Department of Corrections shall present this section to the special master(s) immediately in writing upon ratification of this agreement. The parties agree to make themselves immediately available to meet with the special master, on a schedule determined by the special master.
3. No contract for services by the Department of Corrections shall be prohibited, modified, restricted or terminated by virtue of this memorandum of understanding or by operation of the joint labor management committee established by this memorandum of understanding without approval of the Special Masters in Madrid v. Alameida et al (as it pertains to contracts effecting Pelican Bay State Prison), and/or the Special Master in the Coleman litigation (as it pertains to contracts effecting Coleman class members) , and/or counsel for the parties in the Plata litigation or the Plata court (as it pertains to contracts effecting medical care for Plata class members).
4. If this section is not approved by the special master the parties agree to reopen negotiations for the purpose of agreeing on an alternative contracting out provision, with the goal of satisfying the concerns of the Federal court and AFSCME.

**G. Relationship Between This Section And Related Statutes**

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

## **ARTICLE 19 - GENERAL PROVISIONS**

### **19.1 Entire Agreement**

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, written or oral, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement clearly, unmistakably, and voluntarily waives its rights to negotiate with respect to any matter which is specifically covered in this Agreement for the duration of the Agreement. With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B, below.
- B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Agreement. The parties recognize that during the term of Agreement it may be necessary for the State to make changes in rules which are within the scope of negotiations. Where the State finds it necessary to make changes, the State shall notify the Union of the proposed change 30 days prior to its proposed implementation and the State shall undertake negotiations regarding the impact of such changes on the employees in Unit 19 when all three of the following exist:
  1. Where such change would affect the working conditions of a significant number of employees in Unit 19;

2. Where the subject matter of the change is within the scope of representation pursuant to the Ralph C. Dills Act; and
  3. Where the Union requests to negotiate with the State.
- C. Any agreement resulting from such impact negotiations shall be executed in writing and shall become an addendum to this contract, upon approval of the Union and the Department of Personnel Administration. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to the provisions of the Ralph C. Dills Act.

### **19.2 Saving Clause**

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. Upon issuance of such a decision, the parties shall meet as soon as practicable to attempt to renegotiate the invalidated provision(s).

### **19.3 No Strike Clause**

- A. During the term of this Agreement, neither AFSCME nor its agents nor any Bargaining Unit 19 employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the State.
- B. AFSCME agrees to notify all of its officers, stewards, and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Section to return to work.
- C. The State may discharge, suspend, demote or otherwise discipline any employee who violates this Section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this Section. Violation of this Section by AFSCME shall result in termination of the State's obligation to deduct fair share fees, if applicable, from AFSCME and to remit such fees to AFSCME, as provided in Section 2.1 of this Agreement.

### **19.4 No Lockout**

No lockout of employees shall be instituted by the State during the term of this Agreement.

### **19.5 Non-Discrimination**

- A. The State and the Union agree that neither party will discriminate against any employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, marital status, sexual orientation, disability, political opinion or affiliation and agree to take such action as necessary to assure that this purpose is achieved.

- B. Charges of discrimination shall be appealed through the State Personnel Board's Discrimination complaint procedure, and/or to the State Department of Fair Employment and Housing and/or the Federal Equal Employment Opportunity Commission.
- C. Employees filing complaints of discrimination will be allowed assistance from AFSCME stewards for the purposes of preparation of a Complaint of Discrimination. Stewards will be allowed reasonable time off for this purpose without loss of compensation, subject to prior notification and approval by the stewards immediate supervisor.
- D. This Section is not subject to the grievance and arbitration procedure.

### **19.6 Protected Activity**

The State and the Union shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees or otherwise interfere with, restrain or coerce employees because of the exercise of those rights, including the right to participate or not participate in lawful Union activity, protected by the Ralph C. Dills Act.

### **19.7 Labor/Management Committee**

- A. To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a Joint Labor/Management Committee shall be established. The Committee shall consist of four (4) designees of the Union and four (4) designees of the State. The Committee will meet on a quarterly basis with the Union providing a proposed agenda at least three (3) weeks prior to the agreed upon meeting date. Employees shall suffer no loss of compensation as a result of participation in the Labor/Management Committee meetings. Each party shall be responsible for the expenses of its participants.
- B. The subjects discussed at the Labor/Management meeting must relate generally to this Agreement or items discussed in negotiation, but the discussions shall not be for the purpose of discussing pending grievances, subject matter discussed at other agreed upon contractual committee(s), or for collective bargaining on any subject.
- C. Labor Management Committees established pursuant to this section may be either departmental or Statewide. Departmental Committees may be established by mutual agreement between the appointing power (Department Director) and AFSCME Local 2620.

## **19.8 Work and Family Labor/Management Committee**

- A. The parties agree to establish one statewide permanent joint labor/management committee on work and family. The committee shall serve in an advisory capacity to the Department of Personnel Administration's Work and Family Program. Work and family related activities that the Committee will engage in include sponsoring research, reviewing existing programs and policies, recommending new programs and policies, initiating marketing efforts, and evaluating the effectiveness of initiatives implemented by the Work and Family Program. Such work and family programs and policies may include, but are not limited to childcare, elder care, family leave, flexibility in the workplace, and a variety of other family-friendly programs and policies.
- B. The committee shall be comprised of an equal number of management and union representatives. The Union recognizes that membership on the committee may also include any or all other unions representing State employees. The committee shall have co-chairpersons, one representing management and one representing labor. The union shall have one representative.
- C. The parties agree the union representatives shall attend committee meetings without loss of compensation. The co-chairpersons may determine that subcommittees are necessary or preparatory work other than at committee meetings is necessary. If this occurs, the management co-chairperson may request that additional release time be granted for this purpose. Approval of release time is subject to operational need.
- D. The committee shall meet regularly and shall begin meeting after the ratification of this contract.
- E. The \$5 million dollars established in the Work and Family Fund shall be administered by the Department of Personnel Administration. Amounts to be allocated and expended annually from the fund shall be determined by the Department of Personnel Administration and the committee.

## **19.9 Special Labor/Management Committee on Salary and Compensation Issues**

- A. Committee comprised of four (4) representatives from Union and four (4) representatives from management. The DPA LRO assigned to Unit 19, or designee, and either the President of Local 2620, Chief Negotiator for Local 2620, or designee, shall be one of the four for each party.
- B. Purpose – To explore issues related to salaries and compensation practices/policies related to Unit 19. The issues may include but not be limited to the following:
  - 1. Methods for incorporation of R&R's into base salary in an orderly manner;
  - 2. Geographic/locality pay;
  - 3. Improving the recruitment and retention of Unit 19 civil service employees by adjusting the salary ranges of some or all classifications;
  - 4. Any other matter mutually agreed upon by the membership of the Committee.

- C. The agenda for the Committee's work shall be set by the Committee at its first meeting.
- D. The committee shall meet no less than quarterly, except by mutual agreement.
- E. Upon the request of the Committee, the State shall provide available information, data, policies and procedures related to the issues on the Committee's agenda.
- F. The committee shall finalize its findings related to its agenda as quickly as is reasonable, and no later than January 31, 2006.
- G. All matters within the scope of bargaining that are a part of the Committee's findings shall be subject to meeting and conferring between the parties, either at the time they are made or during the regular renegotiation of this Agreement, whichever occurs first.

## **ARTICLE 20 – TERM**

### **20.1 Contract Term**

- A. Unless a specific provision provides for a different effective date, the terms of the Agreement shall go into effect upon ratification by both the Legislature and the Union and remain in full force through July 1, 2006.
- B. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

### **20.2 Contract Re-Openers**

- A. Three (3) months prior to July 1, 2004, AFSCME may notice the State of its intent and will begin negotiations on not more than two (2) economic and two (2) non-economic articles of the existing contract for negotiations.
- B. Three (3) months prior to July 1, 2005, AFSCME may notice the State of its intent and will begin negotiations on not more than two (2) economic and two (2) non-economic articles of the existing contract for negotiations.

### **20.3 Mitigation**

- A. Section 4.10 of the Budget Act recognizes that the Budget Bill approved by the Senate does not provide funds for employee compensation increases that may become effective during the 2003-04 fiscal year, and grants the Director of Finance authority to reduce and reallocate appropriations in the Budget Act in order to ensure the integrity of the 2003 Budget.
- B. The savings achieved in employee compensation for fiscal year (FY) 03/04 that have been agreed to by the parties shall first be applied to mitigate layoffs during FY 03/04 for Bargaining Unit 19, consistent with the provisions of Section 4.10 of the Budget Act of 2003.

- C. In applying these savings, the following principles will govern: (a) it is understood that these savings will not be applied to any program reductions beyond the requirements of Section 4.10, and (b) the union understands that this provision does not obligate the employer to retain any position that is not supported by the work to be done or the organizational structure of the affected State agency.

## **SIDE LETTERS AND ATTACHMENTS**

### **SIDE LETTER 1 – Agreement Between State and AFSCME**

**AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA  
AND  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES  
(AFSCME)**

Should legislation pass during the term of this Agreement regarding changes in eligibility of domestic partners for health benefits, the Union and the State Agree that those legislative provisions shall apply to Unit 19 employees.

## **APPENDIX A - MEDICAL STAFF MEMBERSHIP**

Health and Safety Code 1316.5

- (a) (1) Each health facility owned and operated by the state offering care or services within the scope of practice of a psychologist shall establish rules and medical staff bylaws that include provisions for medical staff membership and clinical privileges for clinical psychologists within the scope of their licensure as psychologists, subject to the rules and medical staff bylaws governing medical staff membership or privileges as the facility shall establish. The rules and regulations shall not discriminate on the basis of whether the staff member holds an M.D., D.O., D.D.S., D.P.M., or doctoral degree in psychology within the scope of the member's respective licensure. Each of these health facilities owned and operated by the state shall establish a staff comprised of physicians and surgeons, dentists, podiatrists, psychologists, or any combination thereof, that shall regulate the admission, conduct suspension, or termination of the staff appointment of psychologist employed by the health facility.
- (2) With regard to the practice of psychology in health facilities owned and operated by the state offering care or services within the scope of practice of a psychologist, medical staff status shall include and provide for the right to pursue and practice full clinical privileges for holders of a doctoral degree of psychology within the scope of their respective licensure. These rights and privileges shall be limited or restricted only upon the basis of an individual practitioner's demonstrated competence. Competence shall be determined by health facility rules and medical staff bylaws that are necessary and are applied in good faith, equally and in a nondiscriminatory manner, to all practitioners, regardless of whether they hold an M.D., D.O., D.D.S., D.P.M., or doctoral degree in psychology.



- (3) Nothing in this subdivision shall be construed to require a health facility owned and operated by the state to offer a specific health service or services not otherwise offered. If a health service is offered in such a health facility that includes provisions for medical staff membership and clinical privileges for clinical psychologists, the facility shall not discriminate between persons holding an M.D., D.O., D.D.S., D.P.M., or doctoral degree in psychology who are authorized by law to perform the service within the scope of the person's respective licensure.
  - (4) The rules and medical staff bylaws of a health facility owned and operated by the state that include provisions for medical staff membership and clinical privileges for, medical staff and duly licensed clinical psychologists shall not discriminate on the basis of whether the staff member holds an M.D., D.O., D.D.S., D.P.M., or doctoral degree in psychology within the scope of the member's respective licensure. The health facility staff of these health facilities who process, review, evaluate, and determine qualifications for staff privileges for medical staff shall include, if possible, staff members who are clinical psychologists.
- (b) (1) The rules of a health facility not owned or operated by this state may enable the appointment of clinical psychologists on the terms and conditions that the facility shall establish. In these health facilities, clinical psychologists may hold membership and serve on committees of a medical staff and carry professional responsibilities consistent with the scope of their licensure and their competence, subject to the rules of the health facility.
- (2) Nothing in this subdivision shall be construed to require a health facility not owned or operated by this state to offer a specific health service or services not otherwise offered. If a health service is offered by a health facility with both licensed physicians and surgeons and clinical psychologists on the medical staff, which both licensed physicians and surgeons and clinical psychologists are authorized by law to perform, the service may be performed by either, without discrimination.
  - (3) This subdivision shall not prohibit a health facility that is a clinical teaching facility owned or operated by a university operating a school of medicine from requiring that a clinical psychologist have a faculty teaching appointment as a condition for eligibility for staff privileges at that facility.
  - (4) In any health facility that is not owned or operated by this state that provides staff privileges to clinical psychologists, the health facility staff who process, review, evaluate, and determine qualifications for staff privileges for medical staff shall include, if possible, staff members who are clinical psychologists.

- (c) No classification of health facilities by the state department, nor any other classification of health facilities based on quality of service or otherwise, by any person, body, or governmental agency of this state or any subdivision thereof shall be affected by a health facility's provision for use of its facilities by duly licensed clinical psychologists, nor shall any such classification be affected by the subjection of the psychologists to the rules and regulations of the organized professional staff. No classification of health facilities by any governmental agency of this state or subdivision thereof pursuant to any law, whether enacted prior or subsequent to the effective date of this section, for the purposes of ascertaining eligibility for compensation, reimbursement, or other benefit for treatment of patients shall be affected by a health facility's provision for use of its facilities by duly licensed clinical psychologists, nor shall any such classification be affected by the subjection of the psychologists to the rules and regulations of the organized professional staff which govern the psychologists' use of the facilities.
- (d) "Clinical psychologist," as used in this section, means a psychologist licensed by this state who meets both of the following requirements:
- (1) Possesses an earned doctorate degree in psychology from an educational institution meeting the criteria of subdivision (b) of Section 2914 of the Business and Professions Code.
  - (2) Has not less than two years clinical experience in a multidisciplinary facility licensed or operated by this or another state or by the United States to provide health care, or, is listed in the latest edition of the National Register of Health Service Providers in Psychology, as adopted by the Council for the National Register of Health Service Providers in Psychology.
- (e) Nothing in this section is intended to expand the scope of licensure of clinical psychologists. Notwithstanding the Ralph C. Dills Act (Chapter 10.3 (commencing with Section 3512) of Division 4 of Title 1 of the Government Code), the Public Employment Relations Board is precluded from creating any additional bargaining units for the purpose of exclusive representation of state psychologist employees that might result because of medical staff membership and/or privilege changes for psychologists due to the enactment of provisions by Assembly Bill No. 3141 of the 1995-96 Regular Session.
- (f) The State Department of Mental Health, the State Department of Developmental Services, and the Department of Corrections shall report to the Legislature no later than January 1, 2006, on the impact of medical staff membership and privileges for clinical psychologists on quality of care, and on cost-effectiveness issues.
- (g) This section shall remain in effect only until January 1, 2007, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2007, deletes or extends that date.

## SALARY SCHEDULE

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
ADOPTIONS SPECIALIST	WM10	9423	A	3321	4139	E
ADOPTIONS SPECIALIST	WM10	9423	B	3639	4548	E
AGING PROGRAMS ANALYST I	WL52	9392	A	2558	3150	2
AGING PROGRAMS ANALYST I	WL52	9392	B	2769	3441	2
AGING PROGRAMS ANALYST I	WL52	9392	C	3321	4139	2
AGING PROGRAMS ANALYST II	WL50	9393		3993	4993	2
ALCOHOL TREATMENT COUNSELOR, VETERANS HOME AND MEDICAL CENTER	XU20	9933		3321	4139	E
AUDIOLOGIST I	TR47	8273		3813	5001	E
AUDIOLOGIST I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TR42	8299		3813	5001	E
AUDIOLOGIST LICENSE APPLICANT	TR49	8301		2891	3599	2
BEHAVIOR SPECIALIST I	XL05	9823		3376	4101	2
BEHAVIOR SPECIALIST II	XL10	9824		4057	4658	2
CATHOLIC CHAPLAIN	XT20	9916		3639	4548	E
CATHOLIC CHAPLAIN -INTERMITTENT-	XT30	9917		84	183.66	2
CATHOLIC CHAPLAIN -INTERMITTENT-	XT30	9917		20.99	26.22	2
CHILD NUTRITION ASSISTANT	DI35	2159		2961	3690	E
CHILD NUTRITION CONSULTANT	DI30	2160		3993	4993	E

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
CHIROPRACTIC CONSULTANT, BOARD OF CHIROPRACTIC EXAMINERS	EV20	9964		6870	8556	E
CLINICAL DIETITIAN	DH60	2167		3102	3861	2
CLINICAL DIETITIAN (SAFETY)	DH61	2172		3102	3861	2
CLINICAL DIETITIAN, CORRECTIONAL FACILITY	DH59	9279		3102	3861	2
CLINICAL PSYCHOLOGY INTERN	XM20	9851	A	2659	2997	2
CLINICAL PSYCHOLOGY INTERN	XM20	9851	B	2769	3135	2
CLINICAL PSYCHOLOGY INTERN	XM20	9851	C	3028	3439	2
CLINICAL PSYCHOLOGY INTERN	XM20	9851	D	3172	3599	2
CLINICAL PSYCHOLOGY INTERN	XM20	9851	E	3473	3946	2
COMMUNITY RESOURCES DEVELOPMENT SPECIALIST	XG80	9797		4090	5115	2
CONSULTANT IN OCCUPATIONAL THERAPY FOR PHYSICALLY HANDICAPPED CHILDREN	TP60	8282		3993	5243	2
CONSULTANT IN PHYSICAL THERAPY FOR PHYSICALLY HANDICAPPED CHILDREN	TP20	8271		3993	5243	2
CONSULTING OPTOMETRIST I, DEPARTMENT OF HEALTH SERVICES	TC15	7970		5421	6781	E
CONSULTING OPTOMETRIST II, DEPARTMENT OF HEALTH SERVICES	TC14	7969		5958	7457	E
CONSULTING PSYCHOLOGIST	XL57	7620		5185	6807	E
CONSULTING PSYCHOLOGIST, VICTIMS OF CRIME	XL58	7648		4938	6483	E

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
COORDINATOR SERVICES TO THE DEAF DEPARTMENT OF REHABILITATION	XG89	9786		3993	4993	2
DIVERSION PROGRAM COMPLIANCE SPECIALIST I	XQ70	9092		3639	4548	2
FOOD ADMINISTRATOR I	DH50	2152		3102	3861	2
HEALTH EDUCATION CONSULTANT I	TU40	8333	A	3110	3875	2
HEALTH EDUCATION CONSULTANT I	TU40	8333	B	3487	4346	2
HEALTH EDUCATION CONSULTANT II	TU30	8331		4194	5243	2
HEALTH EDUCATION CONSULTANT III (SPECIALIST)	TU25	8313		4608	5759	2
HEARING CONSERVATION SPECIALIST	TC30	7974		4608	6049	E
HOSPITAL SOCIAL WORKER II	XQ92	9894		2723	3380	2
INDIVIDUAL PROGRAM COORDINATOR	XQ90	9890		2733	3418	2
INDIVIDUAL PROGRAM COORDINATOR (SAFETY)	QX91	9897		2733	3418	2
INDUSTRIAL THERAPIST	TR20	8310		2891	3599	2
INDUSTRIAL THERAPIST (SAFETY)	TR25	8320		2891	3599	2
INSPECTOR BOARD OF PHARMACY	SY30	8876		5552	6305	E
JEWISH CHAPLAIN	XT40	9919		3639	4548	E
JEWISH CHAPLAIN -INTERMITTENT-	XT50	9920		84	183.66	2
JEWISH CHAPLAIN -INTERMITTENT-	XT50	9920		20.99	26.22	2
LICENSING PROGRAM ANALYST	WL46	8223	A	2558	3150	2
LICENSING PROGRAM ANALYST	WL46	8223	B	2769	3441	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
LICENSING PROGRAM ANALYST	WL46	8223	C	3321	4139	2
LICENSING PROGRAM ANALYST	WL46	8223	D	3639	4548	2
MOBILITY EVALUATION SPECIALIST	TP80	6046		3473	4335	2
MUSIC THERAPIST	TR30	8314		2891	3599	2
MUSLIM CHAPLAIN	XT52	9768		3639	4548	E
MUSLIM CHAPLAIN (INTERMITTENT)	XT54	9769		84	183.66	2
MUSLIM CHAPLAIN (INTERMITTENT)	XT54	9769		20.99	26.22	2
NATIVE AMERICAN SPIRITUAL LEADER	XT80	9912		3639	4548	E
NATIVE AMERICAN SPIRITUAL LEADER (INTERMITTENT)	XT85	9913		84	183.66	2
NATIVE AMERICAN SPIRITUAL LEADER (INTERMITTENT)	XT85	9913		20.99	26.22	2
OCCUPATIONAL THERAPIST	TQ10	8288		3028	3960	2
OCCUPATIONAL THERAPIST, CORRECTIONAL FACILITY	TQ09	9280		3028	3960	2
OCCUPATIONAL THERAPIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TQ12	8204		3028	3960	2
OCCUPATIONAL THERAPY CONSULTANT	TP65	8281		3813	5001	2
OPTOMETRIST, CORRECTIONAL FACILITY	TC20	7971		146.62	184.89	E
PHARMACEUTICAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES	SY15	7975		4828	6034	E
PHARMACEUTICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES (SPECIALIST)	SY16	7994		5300	6639	E

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
PHARMACIST I	SY60	7982		5059	5748	2
PHARMACIST I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SY61	7659		5059	5748	2
PHYSICAL THERAPIST I	TP50	8280		3321	4345	E
PHYSICAL THERAPIST I, CORRECTIONAL FACILITY	TP43	9281		3321	4345	E
PHYSICAL THERAPIST I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TP45	8315		3321	4345	E
PHYSICAL THERAPIST II	TP40	8277		3813	5001	E
PHYSICAL THERAPIST II, CORRECTIONAL FACILITY	TP53	9342		3813	5001	E
PHYSICAL THERAPIST LICENSE APPLICANT	TP55	8275		2891	3599	2
PHYSICAL THERAPY CONSULTANT	TP10	8270		3813	5001	2
PRE-LICENSED PHARMACIST	SY70	9313		4370	4963	2
PRE-REGISTERED CLINICAL DIETITIAN	DH65	2168		2667	3295	2
PROTESTANT CHAPLAIN	XT60	9922		3639	4548	E
PROTESTANT CHAPLAIN -INTERMITTENT-	XT70	9923		84	183.66	2
PROTESTANT CHAPLAIN -INTERMITTENT-	XT70	9923		20.99	26.22	2
PSYCHIATRIC SOCIAL WORKER	XP30	9870		3321	4139	E
PSYCHIATRIC SOCIAL WORKER (HEALTH FACILITY)	XP31	9868		3321	4139	E
PSYCHIATRIC SOCIAL WORKER (HEALTH FACILITY) (SAFETY)	XP32	9869		3321	4139	E
PSYCHIATRIC SOCIAL WORKER, CORRECTIONAL FACILITY	XP34	9282		3321	4139	E

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
PSYCHIATRIC SOCIAL WORKER, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	XP29	9879		3321	4139	E
PSYCHOLOGIST (CLINICAL)	XL55	9849		4498	5904	E
PSYCHOLOGIST (EDUCATIONAL)	XL75	9835		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL)	XL56	9860		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL), DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	XL59	9878		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-CLINICAL-SAFETY)	XL60	9873		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-COUNSELING)	XL66	9838		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-COUNSELING-SAFETY)	XL67	9843		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-EDUCATIONAL)	XL76	9841		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-EDUCATIONAL-SAFETY)	XL77	9844		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-EXPERIMENTAL)	XL98	9833		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-EXPERIMENTAL-SAFETY)	XL99	9834		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-SOCIAL)	XL86	9858		4498	5904	E
PSYCHOLOGIST (HEALTH FACILITY-SOCIAL-SAFETY)	XL87	9864		4498	5904	3
PSYCHOLOGIST, STATE PERSONNEL BOARD	XL22	9252		5186	6807	E
PSYCHOLOGIST-CLINICAL, CORRECTIONAL FACILITY	XL54	9283		4498	5904	E
PSYCHOLOGY ASSOCIATE	XM10	9850		3639	4132	2
PSYCHOLOGY ASSOCIATE, CORRECTIONAL FACILITY	XM15	9284		3639	4132	2



Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
PSYCHOLOGY INTERNSHIP DIRECTOR	XL48	9842		4938	6483	E
PSYCHOLOGY INTERNSHIP DIRECTOR, CORRECTIONAL FACILITY	XL50	9354		4817	6325	E
PSYCHOMETRIST	XM25	9855		3028	3772	2
PSYCHOMETRIST, CORRECTIONAL FACILITY	XM26	9285		3028	3772	2
PUBLIC HEALTH NUTRITION CONSULTANT I	DI10	2163	A	3110	3875	2
PUBLIC HEALTH NUTRITION CONSULTANT I	DI10	2163	B	3487	4346	2
PUBLIC HEALTH NUTRITION CONSULTANT II	DH90	2162		4194	5243	2
PUBLIC HEALTH NUTRITION CONSULTANT III (SPECIALIST)	DH85	2166		4608	5759	2
PUBLIC HEALTH SOCIAL WORK CONSULTANT I	XQ60	9882		3639	4548	2
PUBLIC HEALTH SOCIAL WORK CONSULTANT II	XQ50	9881		3993	4993	2
PUBLIC HEALTH SOCIAL WORK CONSULTANT III	XQ40	9880		4288	5357	2
RECREATION THERAPIST	TR50	8317	A	2891	3599	2
RECREATION THERAPIST	TR50	8317	F	2409	3000	2
RECREATION THERAPIST, CORRECTIONAL FACILITY	TR54	9286	A	2891	3599	2
RECREATION THERAPIST, CORRECTIONAL FACILITY	TR54	9286	F	2409	3000	2
REHABILITATION ADMINISTRATOR I (SPECIALIST)	XG44	9796		4288	5357	2
REHABILITATION SPECIALIST	XG41	9794		3908	4879	2
REHABILITATION THERAPIST, STATE FACILITIES (ART)	TR85	8414		3036	3780	2
REHABILITATION THERAPIST, STATE FACILITIES (ART-SAFETY)	TR86	8420		3036	3780	2

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
REHABILITATION THERAPIST, STATE FACILITIES (DANCE)	TR95	8423		3036	3780	2
REHABILITATION THERAPIST, STATE FACILITIES (DANCE-SAFETY)	TR96	8422		3036	3780	2
REHABILITATION THERAPIST, STATE FACILITIES (MUSIC)	TR35	8311		2891	3599	2
REHABILITATION THERAPIST, STATE FACILITIES (MUSIC-SAFETY)	TR36	8321		2891	3599	2
REHABILITATION THERAPIST, STATE FACILITIES (OCCUPATIONAL)	TQ15	8289		3028	3960	2
REHABILITATION THERAPIST, STATE FACILITIES (OCCUPATIONAL-SAFETY)	TQ16	8323		3028	3960	2
REHABILITATION THERAPIST, STATE FACILITIES (RECREATION)	TR55	8312		2891	3599	2
REHABILITATION THERAPIST, STATE FACILITIES (RECREATION-SAFETY)	TR56	8324		2891	3599	2
SENIOR OCCUPATIONAL THERAPIST	TP90	8287		3473	4552	2
SENIOR OCCUPATIONAL THERAPIST, CORRECTIONAL FACILITY	TP85	9346		3473	4552	2
SENIOR PSYCHOLOGIST	XL40	9840	A	4938	6493	E
SENIOR PSYCHOLOGIST	XL40	9840	S	5087	6493	E
SENIOR PSYCHOLOGIST (HEALTH FACILITY) (SPECIALIST)	XL41	9839		4938	6483	E
SENIOR PSYCHOLOGIST, CORRECTIONAL FACILITY	XL39	9289	A	4938	6493	E
SENIOR PSYCHOLOGIST, CORRECTIONAL FACILITY	XL39	9289	S	5087	6493	E
SENIOR PSYCHOLOGIST, CORRECTIONAL FACILITY (SPECIALIST)	XL43	9287		4938	6483	E

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
SENIOR VOCATIONAL REHABILITATION COUNSELOR	XH12	9806	A	2558	3004	2
SENIOR VOCATIONAL REHABILITATION COUNSELOR	XH12	9806	B	2862	3361	2
SENIOR VOCATIONAL REHABILITATION COUNSELOR	XH12	9806	C	3321	4139	2
SENIOR VOCATIONAL REHABILITATION COUNSELOR	XH12	9806	D	3401	4346	2
SENIOR VOCATIONAL REHABILITATION COUNSELOR	XH12	9806	E	3639	4548	2
SOCIAL SERVICE CONSULTANT I	WL20	9417		3321	4139	2
SOCIAL SERVICE CONSULTANT II	WL10	9414		3639	4548	2
SOCIAL SERVICE CONSULTANT III	WK90	9410	A	3993	4999	2
SOCIAL SERVICE CONSULTANT III	WK90	9410	S	4113	4999	2
SOCIAL WORK ASSOCIATE	XP40	9871		2667	3295	2
SOCIAL WORK ASSOCIATE (SAFETY)	XP41	9874		2667	3295	2
SPECIALIST IN CHILD ABUSE PREVENTION	WL28	9395		3993	4993	2
SPEECH PATHOLOGIST I	TR45	8279		3813	4763	E
SPEECH PATHOLOGIST I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TR41	8309		3813	4763	E
SPEECH PATHOLOGIST II	TR40	8278		4184	5231	E
SPEECH PATHOLOGIST LICENSE APPLICANT	TR46	8294		2891	3599	2
STAFF PSYCHOLOGIST -CLINICAL-	XL90	9847		4498	5904	E
STAFF PSYCHOLOGIST-CLINICAL, CORRECTIONAL FACILITY	XL95	9290		4498	5904	E
VOCATIONAL PSYCHOLOGIST	XM40	9853		4498	5904	E

Classification	Schematic	Class	A/R	Current		WWG
				Minimum	Maximum	
VOCATIONAL REHABILITATION COUNSELOR	XH20	9810		3321	4139	2
VOCATIONAL REHABILITATION COUNSELOR -BLIND-	XH30	9813		3321	4139	2
VOCATIONAL REHABILITATION TRAINEE	XH50	9822		2558	3004	2
VOCATIONAL TESTING AND COUNSELING SPECIALIST, CORRECTIONAL PROGRAM	XM30	9852		4389	5485	E

## **SIGNATURE PAGE**